

246672  
PO. 46708  
APPROVED

## Support Agreement

**Customer:** Mount Diablo School District  
**Address:** 1936 Carlotta Drive  
Concord, CA 94519

**Telephone:** 925-682-8000  
**Contact Name:** Joe Estrada  
**Exhibits:** 125

SARATOGA will provide support services as described herein to the extent these services are ordered by the customer.

### A. DEFINITIONS:

As used in this agreement, the following terms shall be as defined in this section.

1. **Saratoga** is Saratoga Computer Solutions
2. **CUSTOMER** is: <<customer>>
3. ASC is Annual Service Charge
4. SPC is Standard Period Coverage on each exhibit under Support, Excluding SARATOGA holidays.
5. Equipment is hardware items listed in each equipment exhibit.

### B: TERM:

This agreement shall commence on the specified effective date and end upon termination by either party with 30 days written notice to the other.

Additionally, this agreement may be terminated by the occurrence of any of the following events:

1. Default by either party.
2. Cessation of business or bankruptcy.

### C: SERVICE:

In consideration of the MSC, the following services will be performed:

SARATOGA will perform regularly scheduled preventative maintenance in accordance with the manufacturer's recommendations.

SARATOGA will maintain a toll free telephone number for Customer to report all service requests. In response to customer's request for service, SARATOGA will respond within 2 hours to the customer site for remedial maintenance, provided this time is within the SPC. This effectively extends 8 - 5 coverage to 8 - 9 coverage.

Calls started within the SPC shall be covered under this agreement. If the customer specifically requests service outside the SPC the service will be charged at SARATOGA's current rate and invoiced separately.

SARATOGA is responsible for all parts, labor (within the SPC) and test equipment, not including manufacturer designated consumable parts, in order to maintain the equipment in a normal operating condition.

### D. EXCLUSIONS:

The following exclusions are not covered by the MSC:

1. Electrical work external to the equipment.
2. Damage due to accident, abuse, failure of building systems, or caused by other than normal use.
3. Consumable supplies (ribbons, paper, media, etc) as specified by the manufacturer.
4. Programming or software support.
5. Unauthorized modifications by customer or others.
6. Installation, or deinstallation or relocation.
7. Acts of God, war, strikes, other action outside of the control of SARATOGA.

### E. GENERAL:

SARATOGA is at all times in its performance is an independent contractor.

All notices, requests and other communications required by the agreement shall be in writing and have proper delivery.

This agreement may be modified or amended by mutual agreement of the parties.

The customer is responsible for ensuring all data files and software is adequately duplicated and documented. SARATOGA will not be responsible for customer's failure to do so, nor for costs of reconstructing such data, whatever the cause.

Payment shall be made as specified on each exhibit.

This agreement constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.

(Over)

## Hardware Support Conditions

By electing our Hardware Support Coverage, the customer agrees to the following:

\* Payment shall be paid as specified on each exhibit, which provides for:

1. Scheduled preventative maintenance according to manufacturer's specifications
2. Scheduled customer site reviews
3. All parts, labor, travel charges and phone consultations on covered equipment, not including manufacturer designated consumable parts.
4. A guaranteed 2 hour response for remedial calls
5. No price increases of covered equipment during annual agreement period.

## SoftCall Support Conditions

By electing SoftCall Support Coverage, the customer agrees to the following:

\* Payment shall be paid as specified on each exhibit which provides for:

1. All travel charges included if an On-Site visit is required
2. Unlimited telephone consultations on HP 3000 and HP 9000 systems
3. Hewlett Packard and Third Party Software consultations
4. A guaranteed 2 hour response
5. Firm and fixed pricing for one year
6. One vendor solution for all Hardware and Software questions
7. Company Escalation Policy

Acceptance of this agreement by SARATOGA is subject to inspection and approval. Repairs required by SARATOGA as a result of this inspection shall be performed by SARATOGA or a mutually agreed alternative prior to the effective date of this agreement.

ACCEPTED: \_\_\_\_\_  
Customer's Legal Name

ACCEPTED: SARATOGA SARATOGA COMPUTER SOLUTIONS.

By: \_\_\_\_\_  
Name Date

By: James J. Maher

By: \_\_\_\_\_  
Name

EFFECTIVE DATE: December 1, 2007

EXPIRATION DATE: December 1, 2008