

Information Technology Service Contract (PC Maintenance Service)

I. Introduction

The IT support contract describes service that customer will receive from KYOCERA Document Solutions Hong Kong Limited. (KDHK).

This contract should be read alongside the service level agreement (SLA) that applies to it. The SLA describes what levels of service are acceptable.

II. Scope of Service

The scope of service includes Desktop/Laptop/MAC PC, Network equipment, New/Re-installation of PC, Mac & Printer driver (Firewall & Server are excluded) that are maintained and supported by KDHK.

The IT support contract sets out how the KDHK will provide maintenance and support service for the IT system. It describes for which items KDHK will provide support, and how the customer can expect problems with the IT system to be handled.

- a. Due to the complexity & hidden factors in system environment, KDHK does not guarantee to fix all software issues &, in such cases, KDHK may try to provide possible alternative solutions to Customer to tackle the problems. Subject to separate agreement, Customer agrees to pay additional service charge to KDHK.
- b. Subject to any changes in the Systems to be managed by KDHK, KDHK reserves the rights to amend the Monthly Service Charge.

Dates and Reviews

This contract will be confirmed and commences once the customer paid via this e-commerce platform and for a period subject to the package selected.

It may be reviewed at any point, by mutual agreement. If not otherwise specified, this agreement shall automatically renew for one additional year, unless the customer gives written notice of non-renewal at least one (1) month before the end of the contract.

Site Inventory Inspection

A details on-site inventory checking will be carried out after order confirmation.

- Hardware & software inventory, network diagram;
- Professional advice(s) to review the existing IT infrastructure in the office for improvement
- Install remote support software for target PCs (TeamViewer)

Technical Support Help Desk

Customers can access the TS Help desk Monday to Friday from 0900 to 1730 excluding Saturday, Sunday & Public Holidays. The goal will be to resolve user problems remotely & get the user up A.S.A.P. onsite technical support will be performed when remote resolution does not work.

Description of Service & Charge

Support PC/NB/MAC's quantity subject to the paid package.

*Additional Monthly Charge add HK\$100-/ per PC/NB/MAC

*General Server (File/NAS/Login) Monthly Charge add HK\$180-/ per server

*Application Server (email/ERP/Accounting) Monthly Charge add HK\$400-/ per server

Including PC & Network Support:

1. *Disk defragmentation, clean up files and Hard disk checking.*
2. *Files and Printer sharing configuration*
3. *Remove Virus, Spyware and Trojan horse*
4. *Email and internet configuration*
5. *Improve Computer Efficiency*
6. *Patch and firmware update (if necessary)*
7. *IT and computer consultation*
8. *Provide data Backup Solutions*
9. *Document Solutions Consultation*
10. *Review the existing IT infrastructure in the office*
11. *KYOCERA Net Viewer - MFP status and print usage monitoring*
12. *KYOCERA Fleet Services (KFS) on KYOCERA device for auto report of supplies consumption & meter reading & service diagnosis etc.*

III. Exclusions

As this IT support contract is a spirit of partnership, KDHK will always make the best-possible efforts to provide support and rectify problems as requested.

However, this agreement only applies to the parts of the service scope listed above.

Excluding:

- 1. Electrical, air conditioning, building or environmental work external to the Managed Components*
- 2. Re-location, moving or removing of the Computer System*
- 3. Rectification of defects, errors or computer viruses in any software, hardware or equipment, or repairs, support or maintenance relating to those things*
- 4. Development of any software or software interfaces needed to complete any installation; and Supply & installation of consumables or hardware*
- 5. KDHK not guarantee to fix all issues for obsoleted OS or application which is manufacture was stopped support.*

Additionally:

- This contract does not cover IT system problems caused by using equipment, software(s) or service(s) in a way this is not recommended.
- If the customer has made unauthorized changes to the configuration and/or setup of equipment, software(s) or service(s), this agreement may not apply.
- If the customer has prevented KDHK to perform required maintenance and updates, there may be a delay in resolving issues.
- Customer is liable to pay for the new hardware, software and license if need to perform upgrade or replacement upon confirmation of quotation.
- Maintenance service will not include computer peripherals, such as monitor, external Hard disk, Scanner, Digital camera, printer and MFP etc.

This contract does not apply to circumstances that could be reasonably said to be beyond KDHK's control. For instance: floods, war, acts of God and so on.

This contract also does not apply if the customer fails to pay agreed KDHK invoices on time.

When Customer requests KDHK to provide any services that are out of the scope of the Services as specified in this Contract, Customer agrees to pay KDHK additional charge subject to separate quotations from KDHK based on the standard hourly rate. Having said all that, KDHK aims to be helpful and accommodating at all times, and will do its absolute best to assist customer wherever possible.

IV. Responsibilities

KDHK responsibilities

KDHK will maintain and support IT system used by the customer.

Additionally, KDHK will:

- Ensure relevant software, services and equipment are available to the client in line with the service level agreement (SLA) that accompanies this contract.
- Response to support requests as described in the SLA and within reasonable time, in any case.
- Do its best to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the customer at all times (official working hours from 9am to 5:30pm)

Customer responsibilities

The customer will use the IT system covered by this contract as intended.

Additionally, the customer will:

- If the storage system or data needs to be repaired or moved. The Customer shall be responsible for the backup of the data in the storage in advance.
- Customer has responsible to make sure all software which has valid licenses during installation.
- Pay all money payable to KDHK under this Agreement on time as required
- Notify KDHK of issues or problems in a timely manner.
- Provide KDHK with access to equipment, software and services for the purpose of maintenance, updates and fault prevention.
- Keep KDHK informed about potential changes to its IT system.
- Maintain good communication with KDHK at all times.

V. Support

Support requests raised by the client will handled:

- **Unlimited Remote support**

This is where all support incidents begin. The issue is clearly recorded and KDHK will performs basic troubleshooting by PC remote (Team Viewer).

- **Unlimited Onsite support***

***(ONLY for HK\$800- above monthly charge package)**

***(Exclusive for the First Month Free Trial Program)**

If an issue cannot be resolved in remote support, it will be escalated to onsite. At this point, KDHK will provide on-site support. If still cannot be resolved it will be escalated to professional support. At this level, support is provided by KDHK's most-experienced staff, who can draw on a range of expertise from third-parties when needed.

- **Onsite support under First Month Free Trial Program**

If an issue cannot be resolved in remote support, it will be escalated to onsite. At this point, KDHK will only provide maximum three times on-site support during the Free Trial Program period.

Service Level

Coverage parameters specific to the service(s) covered in this Agreement are as follows

Monday to Friday

9:00 AM – 17:30 PM

Public Holiday is not included

Holidays shall be determined by the calendar of HKSAR

**In case of Tropical Cyclone Warning Signal No.8 or above or Black Rainstorm Warning Signal is hoisted on the business day, signal is lowered at or before 12pm. the office will remain closed for the whole day unless the Tropical Cyclone Warning Signal or Black Rainstorm Warning*

The following is response time

| Remote support | On-site support | On-site PC installation |
|------------------------------|---------------------------------|-----------------------------------|
| Within 2 hours after noticed | Within 4-8 hours in office hour | 3 working days appointment before |

Non-Service Hours Support

Additional Service Charge will apply for Non-Service Hours Support request, and service response time may vary upon service availability.

Communication

General communication

Web and e-mail supports consist of:

- Ability to submit support requests via e-mail and telephone support.
- E-mail requests shall be submitted to the e-mail address designated by KDHK.
- Telephone support is only available during the Service Hours.

The following contacts will be generally used for communications related to the service in the scope of this SLA:

| | |
|---|----------------------------|
| Customer contact for the Service Hotline | (852) 24297421 |
| Email Support | it_service@dhk.kyocera.com |

Customer shall provide to KDHK at time of logging call:

- A primary contact name and phone number, or an alternative contact name and phone number, if required by KDHK.
- A description of the fault with any symptom that may be displayed on the device(s); and any other information KDHK may reasonably require.

VI. Liability Disclaimer

a. KDHK shall make no warranty that the Services will be uninterrupted, virus-free or error-free. KDHK expressly disclaim any liability for any errors or omissions in the content included in the Services.

b. Under no circumstance, KDHK shall be responsible for any damage or loss incurred or sustained in the system or services which is proven to be caused by vendors of the Customer other than KDHK.

c. Notwithstanding anything to the contrary herein, KDHK's maximum aggregate liability, arising from or in connection with this Agreement or the subject matter hereof, shall be limited to the refund of the amount received by KDHK for the affected period which KDHK cannot provide the Services as stated in this Agreement.

d. In no event KDHK shall be liable for any indirect, incidental & consequential special, exemplar & punitive damages arising out of the performance of Services under this Agreement.