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COMPUTER SERVICES AND INSTALLATION AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>>, ("Company") and <<CustCompany>> ("Customer").

Recitals

- A. Company has experience and expertise in the development of Networks.
- B. Customer desires to have Company develop a Network for them.
- C. Company desires to develop Customer's Network on the terms and conditions set forth herein (the "Network").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Company hereby agree as follows:

1. Development of Network.

Company agrees to installation, management and development of the Network(s) and Network-based operations according to the terms listed on Exhibit A attached hereto.

2. Specifications.

Company agrees to develop the Network pursuant to the Specifications set forth in Exhibit B attached hereto (the "Specifications").

3. Delivery Dates and Milestones.

Company will use reasonable diligence in the development of the Network and endeavor to deliver to Customer an operational Network no later than <<DeliveryDate>>. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit A,

Customer Initials _____ Company Initials _____

are estimates and are not required delivery dates.

4. Services Provided.

Services described here are provided for << Linux, Windows, Macintosh, Sun, UNIX >> systems only unless otherwise specified.

4.1 Physical Security.

Company will provide an operating environment ("Computer Rooms") for all hardware with adequate smoke and heat detectors, and inspect existing sprinkler systems to help prevent any damage to hardware from fire.

Company will provide a 12-hour UPS backup system for all servers and critical systems to protect against power failure.

Company will install and setup security access points to computer room(s) for systems staff to prevent physical attacks, intrusions and other unauthorized access. Security reporting will be provided to monitor and report on all access to computer rooms.

4.2 Data and Network Security.

Company will provide monitoring systems for recording unauthorized access and break-ins.

Company will automatically close accounts and force password changes as it deems necessary in order to ensure the integrity of the system whenever accounts have been compromised.

Company will establish and ensure that proper procedures are in place, requiring the use of passwords and other security procedures that meet acceptable security standards. Company will monitor and implement CERT advisories that identify security problems in vendor supplied software. Company will implement any appropriate safeguards it deems fit to prevent unauthorized use of systems, increase Network stability, and repair or remove identified threats to the Network.

4.3 Software.

Customer Initials _____ Company Initials _____

Company will install, update, upgrade and configure software packages ("Systems") required by the Network and manage all email, ftp, web server, name server and other software and services as set forth in Exhibit B.

Company will maintain the installation, any updates, and any daily tasks required for the maintenance of the system software.

Company will manage licenses and make long-term software recommendations to Customer.

Company will setup procedures to ensure that only authorized users can make changes to systems and user software. Company will ensure that any changes to systems software are recorded in a log or record format to ensure proper documentation and a history of all changes.

Company will establish proper procedures to assist in the detection and repair of computer virus or other threats and employ measures aimed at preventing virus from infecting software. Company will monitor and apply any patches, upgrades or other fixes necessary for protecting the Network or System software from potential threats as Company becomes aware of them. Company will issue communications to users and managers regarding current threats, guidelines and procedures users must follow and communicate policy recommendations to management and assist in documentation.

4.4 User Accounts and System Administration.

Company will create, maintain, and audit all user accounts and groups and provide daily reports on Network traffic, access, impact, loads and all other metrics as needed or requested by Customer and set forth in Exhibit B.

Company will develop and maintain regular monitoring and reporting on Network operation and performance.

4.5 Hardware Installation, Requirements and Maintenance.

Customer Initials _____ Company Initials _____

Company will install all hardware components, as set forth in Exhibit B, and will maintain and continue to extend Network infrastructure and interfaces as needed.

Company will install and maintain any new hardware (workstations, printers, peripherals) and be responsible for ordering any needed hardware or services. Company will be responsible for integration of new hardware and manage any third-party maintenance and warranty contracts on hardware or equipment.

4.6 Daily Operations.

Company will be responsible for ordering and maintaining any relevant supplies (e.g., cables, disks, tapes, backup media).

Company will inspect and maintain printer queues, job queues, and provide troubleshooting and/or arrange for repair services for the Network.

Company will develop backup procedures and policies for system and user software, and provide adequate testing for all procedures put in place by Company.

Company will maintain off-site storage of any backup media to ensure Network integrity and protection, and will be responsible for

DEMO CONTRACT

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<https://www.proposalkit.com/html/legal-contract-templates/computer-systems-hardware-contracts/computer-hardware-networking-contract.htm>

Customer Initials _____ Company Initials _____

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