

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20_____

BETWEEN

DATAPLUS TECHNOLOGIES LIMITED with office address at No 1, Kandi Close, Wuse II, Abuja (later referred to as the “**SERVICE PROVIDER**”)

AND

_____ with office address at _____ (later referred to as the “**CLIENT**”).

This Agreement outlines the terms and conditions of sales and service under which the service provider will provide certain IT support services to the client on specified service provider premise.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by both party.

This agreement is personal; therefore you may not transfer your rights and responsibilities to another without our written consent.

VALIDITY

This agreement will be valid for a period of 12 months commencing from the _____ day of _____ 20_____ and end on the _____ day of _____ 20_____.

SERVICES RENDERED

1. We would provide post sales customer care services to you as part of our support system.

UNDERTAKINGS

1. You shall obtain all prior consent and permits necessary for us to commence our services at your office/home.
2. You will ensure that your pc's, LAN network or network interface card provided by you meets our minimum specification for internet access.
3. You warrant that you have necessary right and consent to domain names, mailbox names or any other name chosen by you in connection with the internet access.
4. We will provide certain equipments for installation which would be held in your care until this agreement is terminated.

5. You will be responsible for any loss or damage to any of our equipment that is in your care.
6. In the event of termination of this agreement, you will return to DATAPLUS all of our equipments in your care. Failure to do so after reasonable time may attract legal actions.
7. You shall provide all necessary equipment required by you and they shall at all times be your property.
8. You shall not carry out repair works on any of our equipments in your care or on any of your equipments which are connected to ours. In such circumstances you are expected to contact our customer service team and our maintenance team will carry out all necessary repair or replacement.
9. Any internet address allocated to you will at all times be the property of DATAPLUS and you hold only a temporary non transferable right to it during the subsistence of this contract. Upon termination, all rights to the internet name shall fully revert back to us.
10. The Client also undertakes not to do any or all of the following through our services :
 - A. Perform any act that may violate any Federal or State laws in existence.
 - B. Infringe on any right of any person, body or corporation.
 - C. Purchase, distribute, receive or transmit obscene or pornographic images or materials
 - D. Spam, harass, hack, cause virus attack, or authorize any form of financial fraud or theft.

BILLING/ PAYMENT

1. Your payable subscription fee shall be the sum of _____ Naira monthly.
2. Subscription is calculated on a monthly basis and the fee is payable in advance. You will be liable to pay for everyday you remain connected to our network whether or not you make use of our services.
3. You must ensure that all payments are made within **7 days** of delivery of invoice to you.
4. Checks, Money Orders, and Wire transfers must be made out to DATAPLUS only. Bank account and routing information are available on request.

NON PAYMENT

1. Non-payment by you may lead to disconnection or suspension of our services
2. Re-connection charges may apply and you will be expected to settle all outstanding debts with any accrued or billable charges before connection to our service can be restored.

Subject to the termination of this agreement, this agreement shall be operative for the duration of 12 months.

LIABILITY

The service provider will not be liable for:

1. We will not be liable for damages to your equipment that arises as a result of the use of our equipment with yours.
2. Client shall indemnify service provider against any third party including but not limited to employees and contractors claim, liability, damage, expenses (including attorney fees) that may arise as a result of the presence of the service provider's equipment, employees, contractors, or agents on client's premises or as a result of inherent defects in the clients equipments.
3. Client shall indemnify service provider against any third party including but not limited to employees and contractors claim, liability, damage, expenses (including attorney fees) that may arise as a result of negligence or omission of client, its agents, employees and contractors.
4. Neither of the parties shall be liable for loss of revenue, profit, consequential or inconsequential damages even if aware of the possibility thereof.
5. Neither of the parties shall be liable to one another or be deemed negligent for any interruption, delay or failure in performance resulting from : fire, flood, elements, natural disasters, lightning, war, acts of God, man-made/ orchestrated disasters, labor disputes, strikes, riots or shortage/ scarcity or equipments or suppliers beyond the reasonable control of the party being prevented from performing.

SUSPENSION OF OUR SERVICES

1. We may suspend our services where the need arises to carry out upgrade, maintenance, repairs or improvements on our products. Such suspension will be communicated to you and would be carried out as soon as is practicable.

TERMINATION

1. We reserve the right not to carry out installation for health and safety reasons until client abates all concerns.
2. You have a right to cancel this agreement after you have placed your order with us but prior to commencement of installation by us. Please note that we may charge an administrative fee to process the cancellation.

3. Once installation has been commenced, either party reserves the right to terminate this agreement by giving a minimum of 30 days notice in writing within which all accrued bills and charges must be paid.
4. We reserve the right to terminate this agreement in writing if the client does not comply with the terms and conditions stated in this agreement.
5. If we form an opinion on reasonable grounds that mutual confidence and trust does not exist between both parties.
6. If we believe on reasonable grounds that continuing to act for the company may breach the professional conduct rules or violate any government regulation.

GOVERNING LAW

1. Any dispute arising from this agreement shall be governed by the laws of the Federal Republic of Nigeria.
2. Client's use of the services shall be governed by this agreement and also by the Laws of the Federal Republic of Nigeria in force, including but not limited to the Nigerian communications Act 2003.

In witness of which the parties have executed this agreement in the manner below day and year above first written.

DATAPLUS TECHNOLOGIES LTD

COMPANY NAME

Authorized signature

Authorized signature

Print name and title

Print name and title