



SERVICE AGREEMENT (MAINTENANCE)

THIS SERVICE AGREEMENT dated this 15th day of August, 2014

BETWEEN:

of 534 West 42nd Street Condominium ("CUSTOMER")
534 West 42nd Street New York NY
(address) (city) (state) (zip code)

- AND -

Future Communications Corporation of New York d/b/a VIRTUAL SERVICE
of 104 West 40th Street, 10th floor, New York, NY, 10018
(the "Service Provider")

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

1. Engagement and Performance

- a. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of maintenance and support of the security system installed by Service Provider, and such other services as the Customer and the Service Provider may agree upon from time to time (the "Services"), and the Provider hereby agrees to provide the services to the Customer.
- b. The Customer has purchased a Virtual Doorman® system and ONE (1) Year Service Agreement from the Service Provider.
- c. This Service Agreement shall cover only the security system and any components supplied by the Service Provider. The Service Provider will not be responsible for maintenance of any equipment or components supplied by and installed by other vendors.
- d. The Service Provider's Maintenance program was designed to provide customers with repair to or replacement of defective systems components and/or related equipment purchased from the Service Provider. After initial diagnostics with the Help Desk, a trained technician will be dispatched, if necessary, to arrive on-site to repair or replace the unit and complete testing to ensure the Customer that the system is working properly.
- e. The Help Desk is provided to enable the Customer to work directly with a technician to remotely diagnose system problems. This must be done prior to requesting on site service. The Help Desk is offered Monday through Friday from 9:00AM to 5:00pm EST.
- f. The Service Agreement includes two (2) day response time for the duration of the Agreement for all service calls placed to Service Provider before 1PM Eastern Standard Time. All calls placed after 1 PM EST will be entered into the service system on the following business day and serviced within the following two (2) business days.

2. **Term of Agreement**

- a. The Agreement shall commence on August 15, 2014 and will remain in full force and effect for a period of one (1) year, until August 14, 2015.
- b. Following the expiration of the initial one (1) year term, the Agreement shall automatically renew annually for one (1) year terms unless written notice of Customer's intention to cancel the renewal is given a minimum of 30 days prior to the expiration of the original Agreement.

3. **Compensation**

- a. In consideration of the Services to be provided by the Service Provider under this Agreement, the Customer shall pay the Service Provider compensation in the amount of one thousand four hundred dollars (*amount in words*) (\$1,400) per year. Customer will be billed upfront for the first one (1) year term. Subsequent one (1) year renewals will be billed at a rate of \$1,400 per year until the third year. Billing for Maintenance Plan renewals after the initial 3 year period may be increased up to 5% per year thereafter. The Customer will provide additional compensation if the Service Provider installs or services any equipment or provides service that is outside of the scope of the contract.
- b. Such charges shall be billed separately and shall be due upon receipt by the Customer.
- c. Any repairs or replacement equipment installed or serviced by the Service Provider as a result of customer negligence will be billed on a time and materials basis.

4. **Modification of Agreement**

- a. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

5. **Entire Agreement**

- a. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

6. **Severability**

- a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

7. **Currency**


- a. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

8. **Governing Law**


- a. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 24th day of June, 2014.

534 W. 42nd ST Condominium

By: 
Name: Adam Hausman
Title: President

VIRTUAL SERVICE, a Future Communications Company

By: 
Name: ~~Colin Foster~~ Ralph Stein
Title: ~~Sr. VP~~ President