

Service Terms and Conditions

I, _____ (CLIENT") agree to the following terms for services rendered by Copper Beech Technology Services, LLC ("CBTS").

Business Hours:

Standard business hours are Monday – Friday 9:00 AM to 5:00 PM Eastern Standard Time. Off hours support may be available but is not implied. CBTS observes all federal holidays. Services outside of standard business hours are billed at off hour rates.

Pricing:

Pricing is made of two parts, the Dispatch Fee and time/materials fees. All onsite service calls are billed a \$30 Dispatch Fee for sending a technician to the site. Time is billed in 15 minute increments at \$22 per quarter hour. A 45 minute services call is billed as \$30 Dispatch Fee + \$66 (45 minutes labor) or \$96. Materials are billed for any equipment that is used or needed to complete the service call. The \$30.00 dispatch fee is not credited towards your service and is due regardless of the outcome of service. The minimum charge for successful service is \$52.00. CBTS reserves the right to refuse service as well as to change fees and rates at any time without notice.

Client responsibilities:

1. **CLIENT is solely responsible for their data and for backing up any and all data prior to work being done by CBTS.** CBTS strongly recommends regular offsite backups of your data for emergencies. CLIENT agrees not to hold CBTS or it's agents responsible for damage or loss of data that results from providing the service requested.
2. CLIENT is responsible for providing safe and clear access to all areas of home or office where work is performed to avoid incidental damage to property including computer equipment, furniture and walls. CLIENT also acknowledges that there is a risk of damage due to the nature of the services performed.
3. CLIENT agrees that they will not solicit work from CBTS technicians without approval from CBTS. This agreement is in force for 1 year after last service date.
4. CLIENT agrees to pay CBTS for all charges at time of service. CBTS does not provide billing services to clients. If there are problems with payments (i.e. bounced check, delayed payments), there is a \$25 service charge. If there is an outstanding balance on an account, CBTS reserves the right to refuse or stop service until payments are made.
5. CLIENT agrees to release and hold harmless CBTS from any and all liability associated with the performance of service or the provision of parts, and acknowledges also that CBTS offers no explicit or implied warranty or guarantee on services performed or parts provided, other than the manufacturer's warranty.
6. CLIENT agrees to provide permission required to complete the work requested by CBTS agents. This includes access to passwords, equipment, data, etc. Changes to software/hardware settings may also be required to complete work requested. These changes include but are not limited to software/hardware installation/removal.
7. CLIENT agrees to provide legal media for all requested software installations and agrees that it will be bound by the Software License Agreement. Warranties are provided through the Software License Agreement.

Release of Liability:

CBTS is a provider of billable on-site services and does not offer or provide free telephone technical support. Neither the signing of this agreement nor the performance of services by CBTS implies availability of telephone technical support. CBTS reserves the right to bill for time spent troubleshooting on the phone.

This document constitutes the entire agreement between CLIENT and CBTS. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

By signing below the customer agrees to release CBTS and it's agents from liability for material and financial loss from the actions of CBTS and its agents. This includes but is not limited to loss of data, computers, peripherals, software, etc.

By signing below, CLIENT indicates that he/she has read, understands, and agrees to the terms specified in this agreement. A copy of this agreement is kept on file at the offices of Copper Beech Technology Services, LLC.
