

CONTRACT NUMBER: HBC-



Service Level Agreement (SLA) Terms & Conditions

servers • storage • networks • support

This Agreement is made between _____ (Client),
_____ (Address) and

HB Computers, 17131 Beach and Blvd, Suite B, Huntington Beach, CA 92647. This Agreement will be governed by the laws of the State of California.

HB Computers agrees to perform the following services:

- Maintain and repair Client's existing workstations and servers.
- Upgrade Client's workstations and servers purchased by Client.
- Move, set-up and maintain printers purchased by Client.
- Research and recommend hardware and software as needed by Client.
- Install and configure software purchased by Client.
- Uninstall and remove software as needed per Client's instructions.
- Install and maintain: virus protection software, server back-up system, business networks and related network cables.
- Insure that proper firewalls and routers are in place and that the server is located in a secure environment.
- Run periodic software checks to detect possible security holes in the firewall and the network.
- Serve as a liaison between Client and software vendors.
- Perform basic training on software applications.
- Install and troubleshoot printers and scanners.
- Document and maintain network as well as the computer environment.

Remote support is included in the Agreement. Target response for support is 4-6 hours. We are available Monday to Friday, 9:00 am – 6:00 pm. If any work takes longer than expected and extends beyond business hours, we will transport the equipment to our location in order to service and then return.

Terms of Payment

We require a pre-paid, monthly fee of \$250 for 5 hours of on-site maintenance labor and \$75 per hour for each hour beyond the 5 hours. Hours may not be accumulated from one month to another, and there are no refunds for unused hours in any given month.

Pricing Guidelines:

- ☐ 4-6 computers - \$250/month
- ☐ 7-10 computers - \$350/month
- ☐ 10-15 computers - \$450/month
- ☐ 15+ computers – to be determined

We will submit an invoice upon finalizing this Agreement. Payment is due within 30 days of the invoice date. We will invoice monthly for billable hours that exceed the maintenance plan limit as well as the following month's maintenance plan fee. All invoices must be paid within 30 days of the invoice date.

Late payments will incur penalty fees of 2% per month from the due date until the full amount is paid.

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We require that you reimburse us for the following expenses:

- Travel expenses other than a 20-mile commute. This includes airfares, rental vehicles and highway mileage at \$0.55 cents per mile provided that such travel is approved in writing by the Client.
- Telephone, fax, text message and online charges.
- Postage and courier services.
- Printing and reproduction.
- Computer services and other expenses resulting from the work performed under this Agreement provided that the Client approves such expenses in writing.

We will submit an itemized statement of expenses incurred with a payment due within 30 days of each statement.

Term of Agreement

This agreement will become effective when signed by both parties. The initial term of the Agreement is 6 months; the renewable term of the Agreement is on a month-to-month basis.

Either party may terminate this Agreement by giving 30 days written notice of termination. HBC is entitled to full payment of all services performed prior to the termination date.

Confidentiality Statement

All information about Client is strictly confidential and will not be disclosed by Provider to third parties without the prior written consent of Client. Any and all Client "usernames", "logins", "account names" and passwords will remain private and confidential and will not be disclosed by Provider to third parties without the prior written consent of Client. Any and all paperwork generated by Provider that may include data enabling access to Client proprietary or confidential information will be kept private and secure at all times and will not be disclosed by Provider to third parties without the prior written consent of Client. All customer data and their information that is stored on our servers is the property of HB Computers but may not be used to access Client proprietary or confidential information, or to conduct business on behalf of the Client or the Provider. Client software information that is stored on our servers, or can be accessed remotely by Provider, may not be duplicated or used to conduct business on behalf of the Client or the Provider. No additional code or software may be added to Client computer(s) without the express written consent of the Client.

The status of HBC as an independent consultant:

HBC is an independent consultant, not an employee of Client. Our employees or sub-consultants are also not Client's employees. HBC and Client agree to the following rights:

- HBC has the right to perform services for other clients during the term of this Agreement.
- HBC has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- HBC has the right to hire assistants as sub-consultants, or to use HBC employees to provide the services required by this Agreement.
- HBC or HBC's employees or sub-consultants shall perform the services required by this Agreement.
- Client shall not require HBC or HBC's employees or sub-consultants to devote full time to performing the services required by this Agreement.
- Neither HBC nor its employees or sub-consultants are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefits plan of the Client.

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Local, State and Federal Taxes

We shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Client will not:

- Withhold FICA from our payments or make FICA payments on our behalf,
- Make state or federal unemployment compensation contributions on our behalf, or
- Withhold state or federal income tax from our payments.

If we are required to pay any federal, state or local sales, use, property or value-added taxes based on the services provided under this Agreement, prior permission shall be obtained from Client and – if approved – the taxes shall be separately billed to Client. We will not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

Exclusive Agreement

This Agreement HBC and Client is exclusive. If any changes or other events that are beyond the parties' control require adjustments to this Agreement, both parties shall make a "good faith" effort to agree on the adjustments. Such agreements shall be put in writing, signed by both parties and added to this Agreement.

Resolving Disputes

If a dispute occurs during the period of this Agreement, the parties will agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Huntington Beach, CA. Any costs and fees, including attorney fees associated with the mediation, shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, any party may take the matter to court.

Limited Liability

HBC's total liability to Client under this Agreement for damages, costs and expenses, shall not exceed the compensation received by HBC under this Agreement. However, we shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of HBC or our employees or agents while on Client's premises to the extent that Client did not cause such actions or omissions.

Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given when delivered personally to the recipient's address that is stated on this Agreement, or three days after being mailed with prepaid certified postage to the recipient's address as stated in this Agreement.

Notices are effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

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Assignments and Delegation

Neither HBC nor Client may assign its rights or may delegate its duties under this Agreement.

Each party acknowledges that it has read this Agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Agreement may not be modified or altered except by mutual written agreement, signed by both parties.

HB Computers:

By: _____
Manager

Date: _____

Client:

By: _____
Manager

Date: _____

Appendix B: Authorization – Support Plan and Payments

I authorize HB Computers to begin providing computer desktop support, network support, business automation and related services.

I agree to the Terms and Conditions as described herein, including the financial obligations as described for performing these services.

In order to receive HB Computers service, I am providing my Credit Card.

Type of Credit Card: _____

Name of Credit Card Holder: _____

Credit Card #: _____

Date of Expiration: _____

CVV Code: _____

Card Holder Signature: _____