

# Maintain-IT Services Terms & Conditions

## Term of Agreement

This Agreement between the CLIENT and SBBS Software & Consulting, Inc. hereinafter referred to as SERVICE PROVIDER, is effective upon the date agreed to by the Client and shall remain in force until either party provides thirty (30) written days notice of cancellation.

This agreement shall be for the purpose of providing Maintain-IT services to CLIENT. This agreement shall not cover and/or include hardware related issues.

## Termination of Agreement

In the event CLIENT wishes to terminate Maintain-IT services, the following steps must be followed:

1. Provide a minimum of thirty (30) days written notice to SERVICE PROVIDER by e-mailing sales@sbbs.com
2. Partial month credits are not issued.
3. SERVICE PROVIDER will contact CLIENT to schedule a final un-install date.
4. On the un-install date, SERVICE PROVIDER will remove Maintain-IT software which includes any applications installed as part of the Maintain-IT Service. This may include but is not limited to AVG Anti-Virus and Malwarebytes.
5. CLIENT agrees to allow the un-installation of all applications associated and/or licensed under the Maintain-IT service agreement. In the event CLIENT does not provide access for un-installation, CLIENT agrees to pay the retail price for associated licenses.
6. SERVICE PROVIDER shall provide written confirmation to CLIENT upon the successful un-installation. Upon un-installation SERVICE PROVIDER's access to CLIENT's computer will no longer be available and all future services including billing will be terminated.

In the event SERVICE PROVIDER wishes to terminate Maintain-IT services, the following steps must be followed:

1. Provide a minimum of thirty (30) days written notice to CLIENT.

2. SERVICE PROVIDER will contact CLIENT to schedule a final un-install date.
3. On the un-install date, SERVICE PROVIDER will remove Maintain-IT software which includes any applications installed as part of the Maintain-IT Service. This may include but is not limited to AVG Anti-Virus and Malwarebytes.
4. CLIENT agrees to allow the un-installation of all applications associated and/or licensed under the Maintain-IT service agreement. In the event CLIENT does not provide access for un-installation, CLIENT agrees to pay the retail price for associated licenses.
5. SERVICE PROVIDER shall provide written confirmation to CLIENT upon the successful un-installation. Upon un-installation SERVICE PROVIDER's access to CLIENT's computer will no longer be available and all future services including billing will be terminated.

### **Requirements**

CLIENT is required to provide a high speed internet connection and access to computer during the time assigned. The time assigned will depend on the Maintain-IT plan selected. In the event SERVICE PROVIDER is un-able to access computer at assigned time, the service will be re-scheduled for the next day. All patches and scans will be re-attempted the following day.

### **Fees and Payment Schedule**

Fee(s) will be charged per month and invoiced to CLIENT on the 1<sup>st</sup> day of every month. Invoice shall become due and payable by the last business day of the month. If payment is not received by the last business day of the month SERVICE PROVIDER reserves the right to suspend and/or cancel all services.

In the event services are suspended and/or cancelled due to non-payment, CLIENT may be responsible for re-activation fees associated with the re-activation process. Upon re-activation missed patches will be applied. SERVICE PROVIDER shall not be responsible for any infections and/or issues that arise due to services being suspended for non-payment.

Services are billed one (1) month in advance. For example, services provided in September are billed on August 1<sup>st</sup> and due by the last business day of August.

When an account is activated, the current month also referred to as a pro-rate and the next month will be billed to the CLIENT's account.

In the event additional charges apply above and beyond the monthly service charges agreed to by CLIENT, CLIENT will be contacted and approval requested prior to any labor being performed.

### **Taxes**

It is understood that CLIENT shall be responsible for any applicable Federal, State and/or Local Taxes. SERVICE PROVIDER shall not be responsible to bill and/or collect taxes for monthly service plans.

### **Support**

Remote Helpdesk and IT services will be provided as requested to the CLIENT by SERVICE PROVIDER through remote means during normal business hours. Unless CLIENT's service plan specifically includes helpdesk support, any time spent will be billed at technician's hourly rate as per Addendum A in fifteen (15) minute increments.

If applicable depending on service(s) requested, Network Monitoring Services will be provided 24/7/365. Hardware costs of any kind are not covered under the terms of this Agreement.

SERVICE PROVIDER will respond to CLIENT's requests using best efforts during normal business hours. Although SERVICE PROVIDER may provide support after hours, support outside of normal business hours is not guaranteed. Additional fees may apply for work performed outside of normal business hours. CLIENT's shall be notified in advance and permission will be requested prior to any labor being completed that shall incur after hour charges.

### **Limitation of Liability**

In no event shall SERVICE PROVIDER be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

### **Data Protection/Backup**

CLIENT understands that Maintain-IT does NOT backup any data. CLIENT is responsible for ensuring data is backed up on a regular basis. CLIENT may request assistance from SERVICE PROVIDER for a fee.

### **Virus/Malware/Adware/Spyware**

SERVICE PROVIDER will use best efforts to protect computer(s) and remove infections IF CLIENT has elected a "Gold" or "Server" plan. CLIENT is responsible for exercising safe computing to minimize risks. SERVICE PROVIDER makes no guarantee(s) or claim(s) by utilizing Maintain-IT computer will not encounter infections.

CLIENT may request and SERVICE PROVIDER will provide for a fee a Corporate Anti-Virus license and e-mail filtering options that should greatly reduce the risk of infection.

Unless CLIENT's service plan specifically includes labor for removal of infections, any time spent will be billed at technician's hourly rate as per Addendum A in fifteen (15) minute increments. This will not apply if infections are removed during a regularly scheduled daily scan.

### **Credit Card**

I hereby authorize SERVICE PROVIDER to charge the credit card provided for the amount listed monthly until such point that services have been cancelled as per the Maintain-IT Terms & Conditions. I understand and agree that if Maintain-IT services are not properly cancelled I shall be responsible for the retail price of a AVG Corporate License AND a Malwarebytes Corporate License for each computer where the cancellation process was not followed per the Maintain-IT Terms & Conditions. I authorize SBBS Software & Consulting, Inc. to process my credit card for amounts due. A \$100 charge will be incurred for each disputed credit card transaction.

### **Miscellaneous**

This Agreement shall be governed by the laws of the State of Illinois. SERVICE PROVIDER is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

### **Acceptance of Service Agreement**

By CLIENT running (installing) the activation link contained in the Maintain-IT Order Confirmation, CLIENT agrees to the Terms and Conditions as outlined within this agreement. CLIENT agrees there are no additional verbal agreements and only the terms contained within this agreement shall be valid. CLIENT agrees to pay the associated charges per month based on the services requested from SERVICE PROVIDER.

## AMMENDMENT A

<b>Description</b>	<b>Charge</b>
Residential Silver	\$19.95 Per Month
Residential Gold	\$25.00 Per Month
Business Silver	\$45.00 Per Month
Business Gold	\$55.00 Per Month
Server	\$100.00 Per Month
Technician Labor	\$130.00 Per Hour <i>(Billed in 15 Minute Increments)</i>
AVG Corporate License	\$5.00 Per Month
Malwarebytes Corporate License	\$39.95