



## Terms of Service

Thank you for trusting Out of the Box IT, LLC ("Box IT") with your technology needs.

This document constitutes an agreement between Out of the Box IT, LLC ("**Box IT**") and \_\_\_\_\_ ("Client")

### **Fee for Service**

Box IT offers professional services billed on an hourly basis. Our current hourly rate is \$175 per hour for weekdays (Monday - Friday), \$350 per hour for weekends (Saturday - Sunday), and \$525 for holidays.

We charge a minimum of one (1) hour for each on-site visit (the "On-site Minimum") for work done on weekdays and two (2) hours for work done on weekends or holidays. Cancellations within two (2) business hours of the scheduled appointment are subject to a fee equal to the On-site Minimum.

After the On-site Minimum is met, the hourly rate will be billed in 15-minute increments.

### **Travel Time**

Travel time for on-site visits will be billed one-way at the full hourly rate (in 15-minute increments) based on the time estimate given by Google or Apple Maps from our office to yours.

### **Remote Support**

As appropriate, we provide support from our office using remote support tools. This time is billed at the current hourly rate of \$175 per hour in 15-minute increments, and is not subject to the On-site Minimum.

All work performed on weekends is considered overtime and is billed at \$350 per hour. All work performed on holidays is considered overtime and is billed at \$525 per hour.

### **Monthly Support Plans**

Along with traditional on-site, "break/fix", and installation services, we offer several monthly support plans. As a member of any of our monthly support plans, you will have priority access to email, phone, and remote support as issues occur.

Subscribers to our Monthly Support Plans receive a discount on our standard hourly rate for any work not covered in the support agreement.

Details of our Monthly Support Plans can be found at <https://boxit.tech/plans-pricing/>.



## Terms of Service

### **Billing Procedures and Payment of Fees**

All payment for invoices are due upon receipt. Upon Client's failure to make timely payment, Box IT may, at its sole discretion, terminate or suspend any further service to Client. In the event of non-payment, Box IT is entitled to recover from the Client its costs of collection, including reasonable attorney fees.

### **Data Backup and Recovery Systems**

We strongly urge you to have a routine data backup system. The more automated, the better, and we strongly recommend both on-site and off-site backups (multi-destination). If you do not have a backup system in place, we would be happy to assist you in the planning and deployment of one.

We strongly recommend that your data be backed up prior to any work being done on your computer system. We are able to assist with data recovery at our customary hourly rates, and can facilitate data recovery using DriveSavers' data recovery service if Box IT is unable to recover the data using its available tools.

We are not responsible for any data loss under any circumstances.

### **Software and Networking Bugs**

We will do everything in our power to make your systems run as smoothly as possible and to ensure that you're getting the maximum performance from your network. However, Box IT is not responsible for any software bugs that cannot be fixed or networking failures due to hardware or ISP failures.

Even if the software or networking issues cannot be resolved, Box IT reserves the right to still invoice for the time spent troubleshooting these issues, even if the issues cannot be resolved.

### **Your Confidentiality**

Your information is safe with us. We are committed to your privacy and the confidentiality of your information. We will, in good faith, consider executing any reasonable nondisclosure agreement you provide.

Box IT may store information relating to your computer systems, networks, usernames, and passwords. This agreement acknowledges that Box IT staff may access this information, on an as-needed basis, in the course of providing service to our Clients.

### **Software Licensing**

Box IT will not knowingly install or support unlicensed software. Each software title that is purchased and/or installed has a license agreement. The Client is solely responsible for adherence to the licensing rules.

### **Termination of Services**

If our professional relationship is not mutually beneficial, both the Client and Box IT have the right to terminate any further services at any time. In the event of any termination, the Client remains liable for any fees and costs incurred prior to termination.



## Terms of Service

### Box IT Support Software

From time to time, Box IT might find it necessary to install software for remote support, maintenance, and management on Client's Macs and/or give access to online tools for documentation and issue tracking.

Upon the termination of services, Box IT reserves the right to remove its software from the Client's computers and remove access to the online tools after an agreed upon period of time (during which the Client can download any needed resources before access is terminated).

### Hardware and Software Purchases

While Box IT does work with several hardware and software manufacturers to provide solutions to you, we do not require you to purchase any equipment or software directly from Box IT. We will strive to find the best solutions for you, regardless of the vendors involved.

If the Client desires to have Box IT purchase any hardware or software totaling over \$1000, prepayment will be required once approved, unless other arrangements have been made.

### Limitation of Liability

Client agrees that Box IT's liability for damages, regardless of the form of action, shall not exceed the total amount paid by Client to Box IT for performing its services. In no event shall Box IT be liable for consequential, incidental, special, or indirect damages or for loss of profits, loss of business, or loss or corruption of data, as a result of Box IT's performance of its services.

Occasionally, these standard Terms of Service may be modified and the modified Terms of Service will be available at <https://boxit.tech/contact-us/>. If you have any questions or comments on a revised Terms of Service, please contact us in writing.

If either party chooses not to enforce any provision(s) of these Terms of Service, it shall not be construed as a waiver or limitation of that party's right to later enforce and compel strict compliance with every provision of these Terms of Service.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision shall be deemed to be written, construed, and enforced as so limited. The laws of the State of California shall govern these Terms of Service.

We look forward to a long, mutually beneficial relationship.

Sincerely,  
Thomas Puls  
Out of the Box IT, LLC



## Terms of Service

Acknowledged and agreed to by

Out of the Box IT, LLC

Client: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date