



Affordable Technology Assistance

Block of Hours Services Agreement

This agreement serves as a Block of Hours Services Agreement and limitation of liability between Client (named on final page of this agreement) and Blue Cotton Tech Services, LLC (Blue Cotton Tech) located at One Wales Alley, Suite 300, Alexandria, VA 22314.

Overview. This agreement defines the relationship between BCTS and Client for any services performed by BCTS. Client should note that discounted rates and enhanced services are available by executing this Block of Hours Service Agreement and prepaying for an agreed number of service hours.

Block of Hours Services Agreement. Blue Cotton Tech offers small to medium sized organizations a broad range of IT support services. Our Block of Hours Services Agreement provides our clients with preferred pricing. We provide these services via several service channels:

- all required maintenance services that we can perform remotely over the internet
- "Help Desk"-type support via telephone
- support services up to the number of hours purchased under this contract

The number of hours in this block is determined by your expected support needs and is specified on the last page of this agreement. You must buy a minimum of 15 hours in each block.

Scheduled Technology Assistance. Blue Cotton Tech provides network and workstation technology consulting services to a variety of businesses located in the metropolitan Washington DC area. These services include, but are not limited to:

- the installation, configuration and maintenance of servers and workstations
- firewall configuration, remote office connectivity and VPN services
- backup strategy and implementation for critical data
- anti-virus, security
- data recovery
- website maintenance and creation
- application development
- system research and consulting services
- any other computer support needs that the company requests

We work with each client individually to determine what services their company needs and on what schedule.

Unscheduled Service Response Time Expectations. Blue Cotton Tech accepts service requests on a first-come, first-served basis, with priority going to any client who has signed a Monthly Retainer Service Agreement. For network downtime issues, our response time is guaranteed at four (4) hours, between the hours of 8:00 AM and 5:00 PM Monday through Friday, excluding holidays. While we are usually able to respond much faster, for all other issues we will respond to your request within 48 hours. Any work that Blue Cotton Tech

Blue Cotton Tech Services, LLC.

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performs that will require an IT resource to be down or offline can be performed either after business hours or on weekends at the clients request and at our after-hours billing rate.

Client Responsibilities. The client is responsible for compliance with all software or hardware licensing agreements, regulatory and legal requirements. Blue Cotton Tech does not assume responsibility for data maintained on any and all systems upon which work is to be performed. It is the responsibility of the client to ensure that a complete and recent backup of all data exists. In no event will Blue Cotton Tech be held liable for any data loss whatsoever, including, without limitation, damages for loss of business profits, business interruption, loss of business information, lost savings, or other incidental or consequential damage arising out of or in connection with this agreement.

Confidentiality. BCTS acknowledges that during its engagement as a consultant to the company, the company may disclose to BCTS employees the confidential affairs and proprietary information of the Company as well as provide BCTS with “administrative” passwords that have access to additional confidential information. BCTS has confidentiality agreements with its employees and contractors that require them to keep secret all such confidential matters. This includes prohibition from accessing information that is not required by the tasks that the customer has asked BCTS to perform. In addition, BCTS takes special care to safeguard all information about its clients from being disclosed to any third parties.

Prohibition Against Hiring Employees of BCTS. Client hereby agrees that they will not solicit or offer direct or indirect employment to any BCTS employees at any time during their relationship with BCTS and for a period of one year after termination of services being provided by BCTS. Additionally, client will not allow any computer support services work to be done by any past employee of BCTS who may leave and become employed by a competitor firm for a period of one year after termination of the BCTS contract.

Equipment Purchasing Policy. At BCTS, we offer our clients consulting services for the selection, configuration and price quoting of hardware and software solutions to meet their business needs. Our focus at BCTS is on service, and as such we do charge for research, configuration and quoting services. Unlike many of our competitors, however, we never mark up costs for hardware and software that we recommend and that our clients purchase through strategic relationships with some of our partners, we are often able to obtain discounts for our clients and those discounts are passed straight through to clients. For more complex enterprise hardware and/or software quotes, we will provide an estimate of time required for research and quoting prior to proceeding.

Wireless Networking Implementation. BCTS often performs installation, configuration and troubleshooting of wireless networking infrastructure and devices. Wireless networking is based on radio technology that can be adversely affected by the physical environment and location of the devices themselves. BCTS works with customers to create the best wireless environment we can, but we cannot change the absolute performance of wireless networks and/or devices. Accordingly, our “not satisfied/don’t pay” guarantee cannot not apply to making wireless devices work the way a customer “had hoped” they would work.

Billing Rates. The cost for our support services under a Block of Hours is \$125.00 an hour during regular business hours. If you require that work be performed after business hours or on weekends, the hourly rate for these services will be \$150.00. These two hourly rates are each



discounted by \$25 per hour off our non-retainer/non-block-of-hours rates in consideration for the prepayment of these services prior to the first day of service. Time is charged in fifteen minute increments with a one hour minimum for onsite services. Other services beyond general technical support may be billed at higher rates and will be disclosed to the client prior to that work commencing. These services outside of the Monthly Maintenance Agreement will be documented via a Supplemental Services Agreement.

Overages. Additional onsite hours performed on behalf of the client in excess of the prepaid block of hours will be billed at the standard non-discounted hourly rate unless the client pays for an additional block of hours.

Payment Terms. Block of Hours Service Agreement invoices must be paid prior to the first day of service. At the sooner of 1) completing the block of hours or 2) an the end of each month, we will send out a reconciliation invoice accounting for the hours worked during the month.

Credit Card Payment Option. To prevent interruptions in service while waiting for a new Block of Hours to be purchased, clients may approve BCTS to charge to a credit card on file with BCTS (documented at the last page of this agreement) for a new Block of Hours. Client agrees to update this information should their credit card information change.

Effective Dates. This contract is effective for one year from the accepted date below. However, either party may terminate this agreement by providing written notification 30 days prior to the desired termination date. Each Block of Hours are valid for one year from purchase and will be forfeited if not used in this period of time.

Our Guarantee. If you are unhappy with some part of our services, notify Blue Cotton Tech Services within 14 days of the issue and you don't pay for that work. It's that simple.



Company Name:

Street Address:

Accepted By/Name: Telephone:

Title:

Number of Hours per Month Included in Block of Hours Services Agreement

Client Signature acknowledges and accepts that discounted pricing terms are based on pre-paying for a block of consulting hours, otherwise hours will be billed at non-discounted rates.

Contract and Discounted Price Terms
Acceptance Signature

____/____/____
Date

Authorized Support Contact

Name:

Email Address:

Phone Number:

Authorized Billing Contact

Name:

Email Address:

Phone Number:



Credit Card Payment Authorization:

I authorize Blue Cotton Tech Services, LLC (BCTS), to charge my VISA/MASTERCARD/AMERICAN EXPRESS/DISCOVER for BCTS provided services or hardware/software purchases made by BCTS for me and/or my company. I understand that my credit card will be automatically charged for the total number of hours of billable service provided by Blue Cotton Tech Services if I fail to pay for service within 15 days of completion of service and invoicing.

I will abide by all guidelines set forth in my agreement(s) with the credit card company.

Business Name:

Name as it Appears on Card:

Type of Card:

Credit Card Number:

Expiration Date: /

Security Code:

Signature/Date : _____