



Affordable Technology Assistance

## Monthly Retainer Services Agreement

This agreement serves as a Monthly Retainer Services Agreement and limitation of liability between Client (named on final page of this agreement) and Blue Cotton Tech Services, LLC (BCTS) 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 Monthly Retainer Service Agreement and prepaying for an agreed number of service hours each month.

**Monthly Retainer Services Agreement.** BCTS offers small to medium sized organizations a broad range of IT support services. Our Monthly Retainer Services Agreement provides our clients with preferred pricing and priority service levels. 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
- Retainer support services up to a set number of hours per month

The number of retainer hours is determined by your expected support needs and is specified on the last page of this agreement.

**Scheduled Technology Assistance.** BCTS 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:

- Installation, configuration and maintenance of servers and workstations
- Firewall configuration, remote office connectivity and VPN services
- Backup strategy and Disaster Recovery
- Virus, Spyware, and Adware detection and prevention
- Data recovery services
- Website maintenance and creation
- Application development
- System research and consulting services
- Any other computer support needs that the client requests

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

**Unscheduled Service Response Time Expectations.** BCTS 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 BCTS performs that will require an IT resource to be

**Blue Cotton Tech Services, LLC**

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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. BCTS 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 BCTS 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 client, the client may disclose to BCTS employees the confidential affairs and proprietary information of the Client 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 monthly retainer 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 rates in consideration for the prepayment of



these services prior to the first day of the month. Work performed remotely is charged in fifteen minute blocks with a one hour minimum for onsite services. The minimum number of retainer hours required to qualify for this discounted rate is 10 hours per month. 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 and Underages.** If you do not use all of the prepaid retainer hours in a given month, the unused hours (“underages”) will be carried forward for one additional month and can be applied to any hours you may use above the agreed retainer level of hours in your agreement. Additional onsite hours that fall outside of the agreement (“overages”) will be billed at the contract hourly rate. BCTS reserves the right to increase the number of base hours in the monthly pre-pay if the client’s usage is consistently higher than the number of hours in the monthly agreement. If upon request, the client does not agree to increase the retainer amount, then they agree to pay the full (non-discounted) rate for any overage hours beyond the number of hours in the contract.

**Special Projects.** Occasionally client may require BCTS to work on a special project which is in excess of the normal monthly retainer hours. Instead of waiting until the end of the month and billing this work as “overages,” BCTS may bill for these services separately upon completion and in some cases require a deposit in advance.

**Payment Terms.** MONTHLY RETAINER SERVICE AGREEMENT INVOICES MUST BE PAID PRIOR TO THE FIRST DAY OF THE MONTH OF SERVICE. These invoices will be sent at least 30 days prior to their due date. We encourage our clients to set up a monthly payment mechanism to insure payments are made on time. After the end of each month, we will send out a reconciliation invoice accounting for the hours of the prior month. This invoice will include charges for hours worked in addition to your monthly retainer, if there were any. Payment for all non-retainer invoices is due upon receipt.

**Late Fees/Credit Card Payment Option.** BCTS requires all invoices to be paid promptly. Your on time payment helps us keep our costs low. If payment is not received within 15 days from due date, a late charge in the amount of 10% of the total invoice amount will be assessed and will be due immediately. For each 30 days an invoice is unpaid, an additional late charge of 10% will be assessed and due immediately. Alternatively, at the option of BCTS, client approves the charge to a credit card on file with BCTS (documented at the last page of this agreement) of any overdue payments beyond 15 days, thereby avoiding late fee charges. 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. This contract will continue on a month to month basis with all the provisions continuing in force if not renewed in writing or replaced with a new contract.

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



Client Name:

Street Address:

Accepted By/Name:  Telephone:

Title:

Number of Hours per Month Included in Monthly Retainer Services Agreement

\* Minimum number of hours for discounted rate is 10 hours per month

***Client Signature acknowledges and accepts that discounted pricing terms are based on pre-paying for standard monthly 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 organization. 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 : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_