dotnet technologies

DOTNET TECHNOLOGIES, LLC. INFORMATION TECHNOLOGIES CONSULTING SERVICE PROVIDER GENERAL TERMS AND CONDITIONS. ("GENERAL TERMS")

These General Terms are between dotnet technologies, LLC. and the customer entity ("Client") specified in the Transaction Document and is effective on the date set forth in the referencing Transaction Document ("Effective Date") and specified the terms and conditions agreed between the parties when dotnet technologies provide information technology consulting ("Services") to Client.

1. DEFINITIONS
1.1   "Agreement" means the applicable Managed Service Proposal and these General Terms
1.2   "Commercially Reasonable" means within one business week, five business days.
1.3   "Confidential Information" means any information, maintained in confidence by a party. Any information is written or digital in referencing business methods, financial information, personal data or marketing efforts.
1.4   "Reasonable Availability" refers to the time in which an issue arises, and it can be addressed. In the context of this agreement, it is a twenty-four to forty-eight-hour window where client support staff must be available to address service related issues.
1.5   "Term" means the duration or parameters of an Agreement.
1.6   "Transaction Document" is a document that consists of a mixture of variable data. In this case, it is the service level agreement or proposal.
1.7   "SLA" means Service Level Agreement is also referencing a Managed Service Proposal.
1.8   "Stakeholders" means managing partner, owner or board member responsible for decisions within a company.
1.9   "Workmanlike" means are showing efficient competence.

2   SERVICE RATES
2.1   Device and Appliance Managed Service Rates (any device added will be reflected in the following month's invoice)
- $29.99 per workstation with endpoint security (Bulk pricing available upon request)
- $99.99 per server with endpoint security (Bulk pricing available upon request)
- $69.99 for network and firewall management
- $6.00 per hosted email account (Starting price)
- $150 - $1334 for an onsite/offsite backup appliance (Starting at 1 TB)
- $15 - $950 for offsite file backup (Starting at 10GB, excludes overages)

2.2   Hourly Service Rate
- $100 per hour charge on any on-site services during normal business hours (8am-6pm)
- $100 per hour charge on any remote service. (Billed per quarter hour)
- $200 per hour for any emergency response services (emergency response times are from 6pm-8am unless scheduled)

3   CLIENT REQUIREMENTS
3.1   Clients responsibilities and requirements in support of this Agreement include:
- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.
- Submit service related incidents and requests promptly.

4 PAYMENT

4.1 Payments are due on the first of each month or at the agreed upon time designated by the start of your contract duration. All payments will be preset on an automatic recurring schedule fulfilled by ACH, or credit or debit card.

4.2 Reoccurring payments will not be canceled unless otherwise stated in written form at least seven days before the due date.

4.3 Any additional services outside of the recurring services stated in this agreement will be billed separately.

5 SERVICE PROVIDER REQUIREMENTS

5.1 Service Provider responsibilities and requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Any changes to services will be communicated and documented to all stakeholders.

6 SERVICE AVAILABILITY

6.1 Coverage parameters specific to the service(s) covered in this Agreement are as follows: Telephone support: 24/7 Monday – Sunday

- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call.

6.2 Email support: Monitored 8:00 A.M. to 6:00 P.M. Monday – Sunday

- Emails received outside of office hours will be collected. However, no action can be guaranteed until the next working day

6.3 Onsite and Remote Support: 8:00 A.M. to 6:00 P.M. Monday – Sunday

- Onsite services between the hours of 6:00 P.M. to 8:00 A.M. are billed at an emergency rate.
- Onsite service requested outside of allotted 24-hour service window, Monday – Sunday are billed at an emergency rate.

6.4 Service Provider will respond to service-related incidents and requests submitted by the Customer within the following time frames:

- On-site assistance within 24 hours during the business week.
- Reply windows within 12 hours of initial "Customer" Contact during the business week

7 PERIODIC REVIEW

7.1 This Agreement is valid from the Effective Date outlined herein and is valid for 24 months. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified; the current Agreement will remain in effect. Any amendment to the agreement period requires the written consent of both parties.

7.2 Contents of this document may be amended as required; the provided agreement is obtained from the primary stakeholders and communicated to all affected parties.

8 TERM & TERMINATION

8.1 The term of this Agreement is based on an as-needed basis and will extend until the account is closed or work is no longer needed. Either party may terminate this agreement upon written notice, provided, however, that the terminating party has given the other party at least fourteen (14) days' written notice. In the event of termination by either party, the Client will pay dotnet technologies, LLC for all of the services performed up to the date of termination as well as 50% of the remaining balance of the contract and shall become due and payable immediately.

9 OBLIGATION OF CLIENT

9.1 The client will, within a commercially reasonable time, notify dotnet technologies, LLC upon discovery of any significant problems with the performance of the network or workstations on the premises.

9.2 The client will cooperate with dotnet technologies, LLC in connection with its performance of the services by providing access to the Clients' physical premises as reasonably necessary from time to time.

9.3 The client, from time to time, may be required to purchase software and hardware necessary for the effective operation of their network and workstations.

9.4 The client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and on the hard drives of individual workstations unless otherwise accounted for in the service level agreement.

9.5 The client is responsible for alerting dotnet technologies of any additional assets added to the network(s) under managment. Any unreported devices found will be automatically added to the agreement and will be billed for on the next billing cycle.

10   CONFIDENTIAL INFORMATION

10.1 All information relating to Client that is known to be confidential and proprietary, or which is clearly marked as such, will be held in confidence by dotnet technologies, LLC and will not be disclosed or used by dotnet technologies, LLC except to the extent that such disclosure or use is reasonably necessary to the performance of dotnet technologies, LLC's Work or as required by law.

10.2 All information relating to dotnet technologies, LLC that is known to be confidential and proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement

10.3 These obligations of confidentiality will extend indefinitely after the termination of this agreement but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

11   WARRANTY & DISCLAIMER

11.1 Client acknowledges that no computer system or software can be made completely stable or secure and that dotnet technologies, LLC cannot guarantee the stability, safety or security of the Client's network or data. dotnet technologies, LLC warrants that the computer and network services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, outlined in the description of services herein. The client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data unless otherwise noted in the service level agreement. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12   LIMITATION OF LIABILITY

12.1 In no event shall dotnet technologies, LLC be liable to the client for any indirect, special or consequential damages or lost profits, arising out of or related to this maintenance agreement of the performance or breach thereof, even if dotnet technologies, LLC has been advised of the possibility thereof. dotnet technologies, LLC liability to the customer, if any, shall in no event exceed the total amounts paid hereunder to dotnet technologies, LLC by the Client. In no event shall dotnet technologies, LLC be liable to Client for any damages resulting from or related to any failure or delay of dotnet technologies, LLC in the performance of network or computer maintenance services or any other services under this agreement.