



Out of Order .com

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Meeting your IT needs with Value

# Technology Engagement Letter

This is an Agreement between \_\_\_\_\_, referred to as Client, with an office at \_\_\_\_\_, and David Miller, referred to as Out of Order.com. Under the scope of this Agreement, will provide computer, server and network support as requested.

### FEES AND PAYMENT

Hourly rates are listed below. Rates are subject to change. Emergency and afterhours (beyond the hours of : 8-5, M-F) labor is billed at time + ½ unless agreement is made for after hours support. Discounted rates are available for monthly maintenance contracts at 10%. Client should also understand that replacement parts or hardware are taxable\*.

### RIGHT OF WITHDRAWAL

Client may withdraw from this Agreement at any time without cause. However, Out of Order requests written notification of Client's decision to withdraw. Out of Order also reserves the right to withdraw from this Agreement at any time, should we feel that the mutual objectives of this Agreement cannot be reached, or if we feel that we cannot properly serve your request for support. Should either party withdraw from this Agreement, all fees and expenses incurred to date by Client will be billed and due payable to David Miller (Out of Order.com) .

### LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES

To the extent not prohibited by applicable law, Out of Order' aggregate liability under this Agreement is limited to the amount paid by Client to Out of Order for the event giving rise to such liability. In no event will Out of Order be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage). Out of Order makes no warranties of any kind regarding TKS products or services, and thereby excludes, disclaims and expressly waives any and all implied warranties.

### ACKNOWLEDGMENT AND ACCEPTANCE

Please indicate that you acknowledge and accept all of the terms of this Agreement by signing where indicated below. Should you have additional questions, please do not hesitate to call me.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Witnessed by: \_\_\_\_\_ Out of Order.com – IT Services

Notes: \_\_\_\_\_

### BASIC HOURLY RATES & DESCRIPTIONS (Each category is per incident\*\*, subject to change)

#### Service & Descriptions

<b>Workstation Support</b>	<b>\$50.00</b>
<b>Server Support</b>	<b>\$75.00</b>
<b>Network Support</b>	<b>\$100.00</b>
<b>Planning and Consulting (Expansion, Physical Location Move, etc.)</b>	<b>\$125.00</b>
<b>Disaster Recovery (Server only)</b>	<b>\$150.00</b>

\*\*Minimum billable 1 hr. per incident based on ½ hour increments. Per incident is based on requested service made by client. Prices and agreement do not include any parts or replacement hardware costs unless other arrangements are made.

\*NOTE: Taxes will be levied for any parts to be purchased by Out of Order.com