Contact Information:

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SERVICE AGREEMENT

Rates:

Standard Hourly Rate:

- $115 per hour for both onsite and phone support.
- Service will be billed in full hourly increments with a minimum charge of 1 hour. (2 hours outside of the metro Victoria Area)
- Service is provided on a first come, first serve basis and prioritized based on emergency.

Prepaid Block Hours:

- Clients with Prepaid Block Hours will receive priority over Hourly Rate clients.
- Service is provided on a first come, first serve basis and prioritized based on emergency.
- Bi-Weekly Preventive Maintenance (Optional-No Extra Charge)

Hour Block	Price per Hour
25-49	$105*
50-99	$95**
100+	$85***

*Save over 8.7% from Standard Hourly Rate.
**Save over 17.4% from Standard Hourly Rate.
***Save over 26.1% from Standard Hourly Rate.

Service Hours:

- Normal business hours are 9:00 am to 5:00 pm Monday through Friday.
- Service provided during our normal hours of operation (M-F: 9AM – 5PM) is billed at 1 hour per man hour.
- Service provided outside normal hours of operation (M-F: 9AM – 5PM) is billed at 1.5 hours per man hour.
- Service provided during holidays is billed at 2 hours per man hour.
- All work to be performed outside normal business hours must be scheduled in advance.

Holidays:

- The following holidays are expressly excepted:

New Year's Day
Good Friday
Family Day
Boxing Day
Easter Monday
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Payment for Service:

- Only company checks are accepted.
- All payments are due upon completion of work, unless otherwise agreed upon.
- Prepaid Block Hours are non-refundable and must be paid before service is provided.
- Past due accounts will be charged the greater amount of $35.00 or 1.5% Late Fee per Invoice per Month, including post-judgement interest.

- All expenses of collection, including reasonable attorney's fees, shall be an additional charge to the customer.
- In the event litigation becomes necessary in regard to collection or any other dispute that may arise as a result of this agreement, Victoria, BC will be the proper venue of such legal action.

Scope of Services:

- NetworkingWest' is clients' main point of contact for all systems on the network.
- If NetworkingWest is unable to remedy a problem, then NetworkingWest will work with the appropriate outside vendor until a resolution is reached. Client understands that additional expenses may be incurred when an outside vendor is brought in to solve a particular problem and agrees to reimburse NetworkingWest for any such expenses plus a 15% management fee.

Standards of Professional Conduct:

- NetworkingWest agrees to treat Client and Client's employees with respect at all times, especially during times of business crises. In return, NetworkingWest expects the same treatment from Client and Client's employees for NetworkingWest's employees, contractors and vendors.
- Client shall not hire any of NetworkingWest's employees without prior written consent by NetworkingWest, Inc.

Peak Demand Periods:

- NetworkingWest will make its best efforts to respond to Client's needs within an acceptable time frame.
- Client understands that there may be occasional times of peak demand when NetworkingWest is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.
- Client understands that without an annual Network Support Maintenance Agreement a response time cannot be guaranteed.

Loss of Service:

- Client recognizes that NetworkingWest makes every attempt to keep client's system up and running efficiently and cost-effectively within client's IT budget.
- Client understands that unless client has an unlimited IT budget, it's impossible for NetworkingWest to guarantee zero downtime.

Client Responsibilities:

- Client is solely responsible for checking daily backup logs to ensure 100% data restoration in the event of server or workstation failure. In the event that a backup fails, client must contact NetworkingWest immediately to attempt to resolve the issue.
- Client is solely responsible for complying with all software manufacturers' license regulations. NetworkingWest will not distribute, install, or service any system that contains "pirated" or "illegal" software.

Indemnification:

- Client shall indemnify and hold harmless NetworkingWest from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected to any negligent or intentional act or omission or any other wrongful conduct by Client in the performance of services pursuant to this Agreement including and without limitation, the failure of Client to have original software and licenses for all products installed on Client's computers.

Acceptance of Agreement:

- Unless otherwise notified, your use of our services constitutes your acceptance and agreement of the above terms and conditions.