



## The Computer Doctors

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### SERVICE LEVEL AGREEMENT (SLA):

This is a binding, plain-English agreement between Computer Discount Center Inc. D/B/A The Computer Doctors and the following customer:

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The Computer Doctors offers comprehensive support agreements to help your growing business manage the complex world of IT. We make the complex SIMPLE! This document is a plain-English contract that outlines the features of our comprehensive Service Level Agreement (SLA) plan.

## **HOW THE SLA PLAN WORKS:**

The Service Level Agreement (SLA) is a very simple plan. By signing this SLA agreement, you, the customer, are agreeing to purchase a committed number of \_\_\_\_\_ minimum IT (Information Technology) support labor hours per month from us at a greatly reduced rate of \$\_\_\_\_\_ per hour (plus sales tax) compared to our non-contract Tier III Priority Rate which normally sells for \$175.00 per hour (plus sales tax). You must pay for the committed hours even if you don't use them. Because you are getting a steep discount on the rates, you are agreeing to commit to buying this minimum quantity of hours every month at the above discounted rate for a minimum of 12 months starting with the following date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.

You may use your IT support hours any way you wish, but it must be for IT and related work. That means you can use them for many kinds of IT support such as computer installation, repairs, periodic maintenance, network setup and support, software installation and questions, smartphone and tablet repairs, Apple product repairs,

and remote access support. We will repair and maintain your workstations, your servers, and your network infrastructure, and provide periodic preventative maintenance to keep your systems running in tip-top shape. The work can be done at your place or ours. We can do it in person, or remotely using the internet. There is no limit as to how many computers and related devices your organization can own....they are all covered under this agreement (with just a few minor limitations listed below). You have to buy the parts, supplies, and any software we need to do the job.

We will also include a nightly internet cloud-based backup of your data with retainage for up to 200 GB in your contract price. There is an additional one-time set up fee of \$\_\_\_\_\_ to perform the first complete backup of all your data, but all subsequent nightly incremental backups are included in your contract price and there is a small annual fee of \$\_\_\_\_\_ for the backup software license. If you exceed 200 GB of storage, you pay \_\_\_\_\_ for each extra GB. (Sorry, you don't get a monthly discount if you don't need this backup----after all, it is valued at what you paid for it--

nada! But if you don't need it because you already have another backup solution in place that works you don't have to pay the set up fee or the annual software license fee.) Also, while this basic backup is free, restore isn't. We get to use your covered hours or overage hours for the labor needed to do restorations of any data from these backups and you also agree to pay for any data center in/out fees or hard drive shipping fees that may apply.

When you need help, you may contact your dedicated support engineer directly at any time. You get special emergency contact phone numbers and an emergency email address that will get you right to your engineer without delay. Our response on SLA customers takes priority over all other services we provide, so we get right to you on any critical issues.

Even if you don't use all of the hours you purchased in a month, that's okay! They simply roll forward to the next month. You can use your hours as you need them, or wait to use them until you have a big project to do.

If you exceed your committed hours for the month and don't have any rollover hours left, you will pay for any

additional hours you needed at a rate of \$\_\_\_\_\_ per hour plus sales tax.

Your SLA agreement also provides a 10% labor discount to the employees of your organization if they need any in-shop labor for any of their own devices that we can service, including computers, smartphones, and Apple products.

When you want to renew your SLA agreement at the end of the 12 month period, simply do nothing! It will automatically be renewed for another year! After the first 12 months, if you want to cancel, simply notify us 45 days in advance.

If we have to travel more than 25 miles to service a computer of yours, we get to charge you for the travel expenses according to the following:

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## CONTRACT PRICING

Our Service Level Agreements are designed to be affordable, and help you manage your IT budget with predictability. The pricing for your SLA, and the overage rate, is based upon the number of support hours you commit to per month. You get to choose the minimum number of hours once a year, and if your minimum should need to increase (not decrease) in the course of that year, you can do so anytime. Examples:

Committed Hours Per Month (choose a minimum tier once per year)	Monthly Cost of Committed Hours	Cost for each overage hour
2	\$150	\$85
4	\$300	\$85
6	\$450	\$80
8	\$750	\$80
10	\$1,050	\$80
25	\$2,200	\$75
40	\$3,400	\$65

So, for your \_\_\_\_\_ minimum hour per month contract, here is the pricing structure:

**Committed monthly hours = \_\_\_\_\_ per month**

**Monthly cost for committed hours = \$\_\_\_\_\_ per month**

**Cost for each hour over \_\_\_\_\_ hours = \$\_\_\_\_\_ per hour**

## SOME LIMITATIONS

We are an honest, down-to-earth company that likes for our customers to know all the facts. Because we are straight-forward with our customers, our customers love us and continue to retain us as their sole IT support.

So, we want to let you know that we only impose just a few limitations on our support level agreements.

Basically, you can use your IT support hours any way you like, as long as it is IT or related (computer-related or network-related) item that we are qualified to deal with. This means we can perform computer repairs and maintenance, install computers, install or service network equipment such as routers and switches, servers, cloud-based networks, web servers, develop and maintain your website, or anything like these that you give us access to. If there's anything we can't handle ourselves, we will serve as the liaison between you and the individuals or companies that can help you, to allow you to concentrate on what you do best.

Examples of some items we can't service ourselves:

- Digital copiers (although we can provide the network hookup to it) – the copier retailer and/or leasing people already maintain these.
- Printer breakdowns (although we can install consumables such as ink and toner)
- Certain specialized software programs (but we will work with your software company!)
- Electrical and phone wiring (Cat 3, Cat 5, Cat 6)
- Washing your dog and trimming his nails
- **But, we can help you with just about everything else!**

Also, we require you to commit for a minimum of 12 months. With few exceptions, you can't just cancel the agreement before the 12 months is up without incurring a penalty equal to the full cost of three months of committed hours. This is because you have already benefited from the discounted labor rates, the priority service you are receiving, and the free backup service. After the first 12 months, you can cancel anytime with 45 days notice.

We follow best practices and we will monitor the free backups to make sure that they are working properly to the best of our ability, but, WE ARE NOT LIABLE FOR YOUR DATA. In the highly unlikely circumstance you lose some data that we cannot recover, we can't be held liable. The backup is very reliable, free, and automatic but not foolproof. If you add some other program to the computer that is not already backed up, you have to tell us so that we can change the backup settings. Unfortunately, stuff happens sometimes....such as folks forgetting to leave their computer on at night to permit the backup to run. So, sorry, you can't sue us if your backup fails or if we can't restore something.

Also, to be perfectly honest, once in a great while, we might not be able to help you right away on a "critical issue". We consider a "critical issue" to be a situation where your downed computer causes a complete interruption in your business or actual monetary loss. So, if you report a critical issue to us and we cannot provide an initial response to you within 24 hours on a critical issue, let's say, because we get super busy or a hurricane hits us, you are entitled to compensation in the

form of free labor hours. Each time this happens, we give you \_\_\_\_\_ hours that month that you can use or roll forward. Now, this does not mean we have to “fix” the issue within 24 hours (these expectations are not always realistic because parts could be needed, third parties may need to be involved, or there could just be some crazy complications that have to be worked through)—but we must start the process within 24 hours. We will do our darn tootin’ level-headed best to get you up and running ASAP, and if we can’t, the extra hours compensation is yours to keep.

All other problems you tell us about are considered to be “non-critical issues”. These are normally reported to us by customers by accumulating of list of these and having our engineer handle the entire list at one time. This tends to save on the number of hours used by minimizing special trips to your site, so you reduce the likelihood of running into overage time. We are obligated to address non-critical issues you report within 48 hours, or if we cannot, you are entitled to \_\_\_\_\_ hours that you can use or roll forward.

We keep all of our customer's information private and confidential. We cannot disclose anything we learn about you in the course of our work unless we are required to by law. In return, you can't share any of The Computer Doctors methods, quotations, pricing, recommendations, and even the wording of this contract itself with anyone else. It is copyrighted because we spent a lot of time and money making it simple and uniquely ours, and we don't want other IT firms stealing our ideas. But please tell others about us and the great service you are getting, and we will share these same great ideas with them when they call us!

We bill for our committed hours at the first of each month in advance. Overage hours are billed as they are used. All bills are due by the 15<sup>th</sup> of each month.

## **THAT'S HOW SIMPLE IT IS!**

We hope that this plain English contract will help you in making your decision to adopt The Computer Doctors as your dedicated IT support company. We would love to add you to our growing family of pleased customers, and give you peace of mind with your computer network, and peace of mind with budgeting for your IT costs for the year. If you like everything you see, you can sign it below and you are immediately covered.

If we can answer any questions, please feel free to call at (904) 823-9669, or email us as [sales@cdc123.com](mailto:sales@cdc123.com). You may also visit our website at [www.cdc123.com](http://www.cdc123.com).



**The Computer Doctors: Making the Complex SIMPLE!**

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**CUSTOMER SIGNATURE (NOTE: This is a binding contract!)**

**Date**

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