

Btech

IT Security for Credit Unions

Terms and Conditions

WHEREAS, CLIENT is desirous of securing the services of Btech to upgrade, reconfigure or diagnose certain equipment and/or software, and Btech is desirous of providing such services.

NOW THEREFORE, as part of the upgrade, reconfiguration or diagnostic process, the CLIENT understands and agrees to the following:

1. The client is responsible for making complete, readable ("restorable") backups of the system and data files prior to Btech beginning work on the fileserver(s) and/or workstation(s). (Btech also will make a reasonable effort to secure the clients data, at additional charge, through available means, if the client so requests it. However, Btech cannot be responsible for problems encountered while reading, restoring or accessing client's data.)
2. Btech is not responsible for electronic equipment failures that occur during the upgrade, reconfiguration or diagnostic process, except for new equipment furnished by or equipment covered under a maintenance contract by Btech.
3. Client is responsible for the in-warranty or out-of-warranty repair to any equipment not purchased from Btech or not covered under a Btech maintenance agreement. (Btech will handle as requested at established labor rates.) Equipment covered under a Btech Maintenance Agreement will be handled based on the terms of the Maintenance Agreement.
4. If Btech determines that there are software or hardware compatibility problems with existing equipment and or cabling, Btech will charge for any time spent resolving the problems at the established labor rates.
5. The established labor rates are \$130.00 per hour for Hardware Engineer support, \$225.00 per hour for Network Engineer support, and \$225.00 per hour for Consulting services. Drive time is billed at 3/4 hour of the labor rate billed for the service call. Any work performed outside of our normal business hours (M-F, 8:00am to 5:00pm) without prior approval, will be billed at an overtime charge of time/half. The payment terms for all labor charges are Net 10.
6. DISCLAIMER – Btech does not warrant that any equipment or software is suitable for any particular purpose.

CLIENT ACKNOWLEDGES THAT CLIENT'S COMPUTER DATA MIGHT BE LOST OR DAMAGED DURING OR AS A RESULT OF Btech'S SERVICES TO CLIENT AND THAT Btech CANNOT AND DOES NOT WARRANT OTHERWISE.

THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CLIENT UNDERSTANDS THAT Btech SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF Btech SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.