

Xcellent Macintosh Support LLC Service Agreement

In this letter, first-person references such as “we,” “us,” “ours” and others refer to Xcellent Macintosh Support LLC, a Limited Liability Company. Second-person references such as “you,” “your” and others refer to the recipient of this letter. References to “each of us” or similar indicate both you and Xcellent Macintosh Support LLC.

The purpose of this letter is to explain the terms and conditions under which we provide services to you. By engaging our services after reading this letter, you expressly consent to the terms of this letter, and you understand that if you do not so consent that we are unwilling to provide services to you.

The essence of our service to you is our expertise made available to you at your request for a certain amount of time, for which we bill you and you agree to pay a certain hourly rate. This hourly rate assumes you will pay us at the time our services are provided, and you understand that additional charges may apply if payment is not received at the time services are provided. Payment by you constitutes acceptance of our services performed for you.

We will do our best to estimate how long individual tasks will take. However, you understand that there are many unknowns, and that the estimates we provide to you are not binding. You may direct that we stop work after a certain amount of time, and we will accept such direction; however, if any task or tasks remain incomplete at the expiration of that time, you understand that this does not affect your obligation to pay our charges for the time spent.

The time for which we bill you is not restricted to the time spent at your location, but may include any time that we actively work on tasks for you, including without restriction programming, analysis, conferences, Tele-conferences, acquisition of hardware or software, travel time, and any other time spent by our personnel on your behalf.

You understand that we do not sell hardware or packaged software, and therefore if you ask us to acquire hardware or packaged software for you, or to arrange for the repair of hardware by a company other than ours, we do so as your agent, and you agree to reimburse us for our expenses related to such purchases or repairs, and each of us agrees that your reimbursement does not constitute a sale. In addition, you agree to not hold us liable for the actions of the suppliers or vendors of such repair or purchase, or for problems related to such repairs or purchases.

For travel outside the city of Santa Fe, we add charges for travel time to and/or from your location, in addition to any travel expenses which we necessarily incur, and you agree to pay these charges and expenses. In addition, you agree that we have a minimum charge per visit.

If we develop any software for you during our services, we become the sole owners of the software for all purposes including copyright and patent registration. We grant you a limited license for its use and duplication within your organization. However, in the case of software which incorporates your proprietary business methods or trade secrets, we agree to refrain from making those specific parts of the software available to others without your specific and separate written permission.

Each of us agrees that information identified as “confidential information” shall not be revealed to any other party except as strictly necessary in the course of the work performed, and that other parties to which the information is to be revealed shall agree similarly to hold the information confidential before such revelation. Information which is in the public domain or which is independently developed shall not be considered confidential.

You understand that we have multiple clients, and that because of this we schedule our time to provide the best possible service to all clients. Appointment times are approximate, in that unforeseen problems may occur requiring that our personnel not leave a client in the middle of a job to meet the next client at their appointed time. In such cases, we will notify the next client of a late arrival, and give an approximate arrival time. The client may elect to reschedule the appointment at that time; in addition, the client further agrees to hold us harmless for failure to arrive at the scheduled time.

If you are not an individual, you will designate one or more individuals who have the authority to assign us tasks, and you agree that our charges for such tasks will be paid.

Each of us agrees that any disputes will be settled by arbitration under the rules of the American Arbitration Association, at a location within Santa Fe County, New Mexico, that the decision of the arbitrator will be binding, and that the losing party will bear the costs of the arbitration and attorney fees incurred by the prevailing party. However, you agree that our liability for any and all purposes, excluding willful misconduct, shall be limited to the total amount paid by you to us over the seven (7) days preceding the cause of action. You further agree to direct disputes solely to Xcellent Macintosh Support LLC, and agree to hold harmless our personnel.

You agree that you will pay any and all taxes, except income taxes, imposed or assessed because of the services we perform for you, including but not limited to sales or use taxes. We will be responsible for any income taxes assessed by reason of any claims that we are hired contract labor, and each of us specifically agrees that none of our personnel are your employee.

The hourly rate for our services will be disclosed to you in advance of the services being provided, and we may change this rate for future services upon ten days verbal or written notice.

We may change the terms of this letter by posting the changes to our web site (xcellentmacsupport.com), and you agree that such changes shall replace conflicting terms of this letter as of the date of posting.

This Agreement, our written invoice to you, and any attachments to this Agreement, constitutes the entire agreement between us, and supercedes and replaces any other verbal or written agreement between you and us. Any changes to this Agreement must be made in writing signed by both of us.

Should you have any questions concerning the terms of this Agreement, please feel free to contact us.

Very truly yours,

Xcellent Macintosh Support , LLC
Randy Weber, Owner

I acknowledge receipt of a copy of this letter, and agree to its terms and conditions.

Name _____

Signature _____

Date _____