Pacific Northwest Computers

PNW COMPUTERS

BUSINESS IT SERVICE AGREEMENT

Pacific Northwest Computers (PNWC & GIF Computers)

1. AGREEMENT OVERVIEW

This Service Agreement ("Agreement") is entered into between Pacific Northwest Computers (hereinafter "PNWC," "Provider," "we," or "us") and the client identified above ("Client" or "you"). This Agreement governs all IT services provided by PNWC to the Client.

By engaging PNWC's services, the Client acknowledges that they have read, understood, and agree to be bound by all terms and conditions set forth in this Agreement.

2. SERVICES PROVIDED

PNWC provides comprehensive IT support services including, but not limited to:

- Computer repair and troubleshooting
- Hardware and software installation and configuration
- Network setup and maintenance
- Security assessments and malware removal
- System optimization and performance tuning
- Data backup and recovery services
- Remote support sessions
- Onsite technical support
- Consulting and assessment services
- Quarterly maintenance visits (optional)

3. SERVICE RATES AND FEES

3.1 Standard Service Rates

Business Clients: $140 per hour with a one-hour minimum charge per job (onsite or remote)

Residential Clients: $120 per hour with a one-hour minimum charge per job (onsite or remote)

3.2 Emergency Service Rates

Emergency support includes same-day or next-day appointments, subject to availability.

Business Clients: $280 per hour

Residential Clients: $240 per hour

3.3 After-Hours Service

Services rendered outside regular business hours (Monday–Friday, 10 AM–6 PM) or during weekends are charged at time-and-a-half (1.5x) the standard hourly rate. This applies to scheduled appointments that occur outside regular hours and does NOT apply to Emergency Support calls, which are billed at the emergency rate.

3.4 Trip Fees

Standard Service Area: PNWC provides onsite services within a 15-mile radius without additional travel charges.

Travel Beyond 15 Miles: A trip fee will be applied based on:

- Mileage: $0.58 per mile (round trip)
- Travel Time: $0.73 per minute (to and from location)

3.5 Consulting Services

Consultation and assessment services are charged at the standard hourly rate (business or residential) with the same one-hour minimum charge as regular onsite or remote services. Consultations are often necessary to provide effective and tailored solutions to technical problems.

4. AVAILABILITY AND SCHEDULING

4.1 Standard Business Hours

Monday through Friday, 10:00 AM – 6:00 PM

Onsite appointments are generally scheduled between 11:00 AM – 3:00 PM. Earlier or later availability is limited based on current scheduling.

4.2 Response Time for Service Requests

For non-emergency support requests, PNWC aims to respond the same day whenever possible. During busier-than-normal periods, please allow up to 24–48 hours for a reply.
For **emergency support requests**, clearly indicate that you require emergency support in all communications to ensure priority handling.

4.3 Scheduling Recommendations

For non-emergency services, PNWC typically schedules appointments 5 - 7 days in advance, though cancellations may provide earlier openings. Scheduling at least one week or more in advance is highly recommended to ensure optimal availability and follow-up availability if needed.

4.4 Last-Minute Service Accommodations

If additional service requests arise after initial scheduling, please note that last-minute tasks may take extra time to address and may not always be feasible within the originally allotted timeframe. Given scheduling constraints, PNWC may not always have the flexibility to add work beyond what was initially planned.

To ensure efficient service, clients are encouraged to plan ahead. If additional tasks arise after scheduling, please notify PNWC as soon as possible. PNWC may be able to adjust the appointment time (if sufficient notice is given) or reschedule for a later date when adequate time can be dedicated.

5. PHONE SUPPORT POLICY

PNWC does not provide technical support over the phone for troubleshooting issues or problem resolution. All technical assistance is offered either in-person or through scheduled remote support sessions. This policy ensures the most accurate and thorough support, utilizing diagnostic tools where necessary. For any assistance, please schedule an appointment.

6. QUARTERLY MAINTENANCE VISITS (OPTIONAL)

Clients may schedule optional quarterly check-ups for routine maintenance every three months. During these visits, PNWC will:

- Check hardware health
- Audit backup systems and their status
- Run antivirus and malware scans
- Audit and improve system security
- Perform OS and software updates
- Conduct general system clean-ups and address any specific issues

Quarterly maintenance visits are charged at the applicable hourly rate (business or residential).

7. PAYMENT TERMS

7.1 Payment Due

Payment is due upon completion of services or within 14 days after the invoice date, whichever comes first.

7.2 Late Fees

Payments received beyond the 14-day window may incur late payment fees.

7.3 Net 30 Accounts

PNWC does not offer Net 30 terms for client accounts at this time.

8. DATA BACKUP RESPONSIBILITY

Client Responsibility: The Client is solely responsible for creating a complete backup of all critical data prior to service, unless a specific data backup arrangement has been contracted in advance with PNWC.

PNWC is not responsible for any data loss during service. While PNWC may perform data backup, transfer, or recovery services, PNWC accepts no responsibility for any data loss or damage arising from backup, transfer, recovery work, or any other services completed on the Client's system.

Clients are responsible for maintaining their own data backups and data security.

9. SERVICE GUARANTEE AND WARRANTY

9.1 14-Day Service Guarantee

PNWC personally guarantees all repair work for **14 days** from the date the computer was picked up or from the date when work was completed.

If an initially reported problem or issue was not corrected during a repair and the computer exhibits the same symptoms as when first brought in, PNWC will make every attempt to fix that problem at no extra cost.

However, if the problem is atypical and routine procedures do not remedy the issue, requiring additional labor beyond standard repair procedures, additional charges may apply.

9.2 Client Action Required

Clients must contact PNWC **as soon as possible** when it is determined that a problem still exists, ideally within the 14-day guarantee period. Problems tend to worsen over time and should be addressed immediately.

9.3 New or Unrelated Issues

New issues, unrelated incidents, or additional service requests beyond the original scope of work will be charged at the regular service rate.

10. LIMITATIONS ON LIABILITY

10.1 Exclusions from Liability

PNWC is NOT liable for:

- Re-infection of viruses or malware following service
- Water damage, power surges, or electrical damage
- Physical damage from misuse (e.g., dropping, impacts, or foreign objects)
- Fire, flood, natural disasters, or other acts of God
- Any damage that does not directly result from repair or work performed by PNWC
- Data loss or data damage of any kind
- Viruses, malware, or other computer hardware or software failures that occur after a repair
- Issues arising from client misuse of systems or software

10.2 Cap on Liability

The total liability of PNWC for any claim related to services rendered is limited to the total amount paid by the Client for the specific services that gave rise to the claim.

10.3 Force Majeure

PNWC is not liable for delays or failures in service due to events beyond its reasonable control, including but not limited to natural disasters, acts of war, government actions, supplier issues, supply chain disruptions, pandemics, or utility failures.

10.4 Client Indemnification

Client agrees to indemnify and hold harmless PNWC from any claims, damages, losses, or expenses (including reasonable attorney fees) related to the Client's misuse of systems or software.

11. CONFIDENTIALITY AND PRIVACY

11.1 Confidentiality Commitment

PNWC is committed to protecting Client confidentiality:

- Passwords and login information to Client accounts, computers, and networks will not be revealed to anyone inside or outside the company
- PNWC does not keep records of Client login information unless explicitly requested by the Client
- All computer and account access will be solely for conducting repair or support services
- No software programs owned by the Client will be removed or transferred from their computers, electronics, or digital property without authorization
- Any obtained personal or technical information will not be shown or revealed to anyone
- If a company or client has systems with sensitive data, PNWC can and will sign any needed Non-Disclosure Agreement (NDA) or Confidentiality Agreement

11.2 Data Upon Termination

If a Client decides to no longer use PNWC services, all copies of stored information regarding the Client and their computer/technical setup will be returned to the Client immediately and removed from PNWC systems permanently.

11.3 Data Protection and Privacy

PNWC prioritizes keeping personal data safe against loss, misuse, unauthorized access, disclosure, and alteration. When systems are brought in for service or repair, PNWC uses technical, physical, and administrative security measures including:

- **Firewalls:** To help prevent unauthorized outside access
- **Data Encryption:** For information transmitted between Client and PNWC
- **Physical Access Controls:** For areas where computers are stored and worked on in-shop

Client Responsibility: While PNWC implements strong security measures, the Client is ultimately responsible for keeping all their data and information safe and secure.

12. THIRD-PARTY PRODUCT AND SOFTWARE SUPPORT

PNWC strives to provide comprehensive support for various software and products. However, PNWC is not an official representative of third-party software or product providers. Therefore, PNWC's ability to address certain issues may be limited.

Product and software providers are ultimately responsible for the functionality of their products/services and must provide permanent fixes or instructions for resolving issues with their products.

PNWC can provide general troubleshooting and guidance to the best of its ability. For specific functionality, performance issues, or detailed inquiries related to third-party products, clients should contact the official support channels of the software/product provider.

12.1 Vendor Liaison Services

PNWC can be hired to work directly with product/software vendor technical support on the Client's behalf and help hold vendors accountable for product or service issues. This service is charged at the appropriate residential or business hourly rate, and any associated fees or charges will be billed accordingly.

13. PREVENTATIVE MAINTENANCE AND CLIENT RESPONSIBILITIES

13.1 Importance of Preventative Maintenance

PNWC strongly recommends that clients maintain current, supported systems and software. Outdated systems present significant risks including:

- **Security vulnerabilities:** Legacy systems often rely on deprecated protocols that are security risks
- **Reliability issues:** Outdated software often fails when hardware or operating systems are updated
- **Higher emergency costs:** Emergency fixes for neglected systems are always more expensive than planned upgrades
- **Compliance risks:** Many industries require up-to-date systems for legal and regulatory reasons

13.2 Client Obligations

Clients are expected to:

- Act on upgrade and maintenance recommendations provided by PNWC in a timely manner
- Schedule regular IT reviews
- Treat IT as a strategic investment rather than only a cost center
- Maintain systems within 1–2 years of current software/hardware standards when possible

13.3 Limitations on Outdated Systems

When clients choose to ignore recommendations to upgrade outdated systems, PNWC cannot guarantee full functionality or successful repairs. Emergency failures of severely outdated systems may result in limited recovery options and higher costs.

14. NON-SOLICITATION

To protect PNWC's relationships with its technicians and employees, Client agrees not to solicit, recruit, or hire any PNWC technicians or employees for direct employment or services outside of PNWC during the term of this Agreement and for one (1) year following its termination.

15. LICENSING AND INSURANCE

PNWC is fully insured and licensed to provide computer services in Washington State and in other states where applicable. Upon request, PNWC can provide documentation of licensing and insurance coverage.

Sales tax may apply to services in some states (such as Washington) unless the Client is tax-exempt (e.g., Oregon residents). Tax exemption for Oregon clients applies to onsite services only.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts located in Clark County, Washington, and/or the City of Vancouver, Washington.

17. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement constitutes the entire agreement between PNWC and the Client regarding IT services and supersedes all prior discussions, agreements, or understandings of any kind.

PNWC reserves the right to modify these terms at any time. Clients will be notified of material changes, and continued use of services constitutes acceptance of modified terms.

18. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. CLIENT ACKNOWLEDGMENT

The Client acknowledges that they:

- Have read and understood all terms and conditions in this Agreement
- Understand the services provided, limitations, and their own responsibilities regarding data, service warranty/guarantee, scope of support, fee structures, and response times
- Agree to be bound by all terms and conditions set forth in this Agreement

PACIFIC NORTHWEST
COMPUTERS
Service and Repair, at a Price that's Fair.

Pacific Northwest Computers
Vancouver, Washington
Licensed and Insured in Washington State

For questions about this Agreement, please contact PNWC to schedule a consultation.