



Authorized Service Provider

Terms of Service

Thank you for engaging the Mac Consulting Group, Inc. ("MCG") as your technology and consulting partner.

This document constitutes an agreement between the **Mac Consulting Group, Inc. ("MCG")** and _____ ("Client")

Fee for Service

The Mac Consulting Group, Inc. offers professional services billed on an hourly basis. Our current hourly rate is \$150 an hour.

We charge a minimum of one (1) hour for each on-site visit (the "On-site Minimum") Cancellations within two (2) business hours of the scheduled appointment are subject to a fee equal to the On-site Minimum.

Travel Time

On-site visits less than or equal to one (1) hour travel time from our office. Labor is charged from the time we leave our office, to the time we leave yours.

On-site visits exceeding one (1) hour travel time, labor is counted "Port to Port" from the time we leave our office, to the time we return to our office after the on-site visit.

Remote Support

As appropriate, we provide support via scheduled appointments at our office, and using remote support tools. This time is billed at our current hourly rate in 15-minute increments, and is not subject to the On-site Minimum.

All work performed on weekends and holidays, or on weekdays before 8:30 a.m. or after 5:30 p.m. is considered overtime. Weekday and Saturday overtime is billed at 150% of our standard rate; Sunday and Holiday overtime is billed at 200% of our standard rate.

Monthly Support Plan

Along with traditional On-Site and In-House "break/fix" and installation services, we are available to provide the quick fixes we've all come to rely on. As a member of the support plan, you will have access to brief phone/email support, a discounted hourly rate of \$120 an hour, and a 5.5% discount on hardware and software purchases.

We also offer Watchman Monitoring™ for \$10 per computer per month, computer management at \$35 per computer per month, and server management varying between \$100 and \$150 per server per month.

Details of our monthly support plan are available at <http://macconsultinggroup.com/agreement> where you can build a custom plan to suit your needs.

Apple Authorized Service Provider & Warranty Repairs

As Apple Authorized Service Providers, we honor your AppleCare warranty, and provide warranty related services in line with your AppleCare terms and condition.

MCG provides a 90-Day warranty on hardware repairs we perform. MCG provides no warranty other than that provided by the manufacturer of such hardware/software. Standard labor rates will apply for hardware/software repairs that are warrantied through the manufacturer.



Billing Procedures & Payment of Fees.

Client agrees to pay all fees within ten (10) days of receipt of invoice. Upon Client's failure to make timely payment MCG may, at its sole discretion, terminate or suspend any further service to Client. Any payment not received by due date shall bear interest at the rate of 1.5% per month from the date due until paid. In the event of non-payment, MCG is entitled to recover from you its costs of collection, including reasonable attorney fees.

Data Backup and Recovery Systems

We urge you to have a routine data backup system. If you do not have a backup system in place, we would like to help you design and implement an appropriate system, which meets your needs for both immediate restoration of data, and off-site or archival purposes.

We strongly recommend that your data be backed up prior to work being done on your computer system. We are available to assist with data recovery at our customary rates for the service. We are not responsible for any loss of data under any circumstances.

Your Confidentiality

We are committed to your privacy and the confidentiality of your information. All MCG employees and contractors have executed an agreement to keep and maintain Client information confidential. We will, in good faith, consider executing any reasonable nondisclosure agreement you provide.

MCG may store information relating to your computer systems, networks, usernames and passwords. This agreement acknowledges that MCG staff may access this information, on an as-needed basis, in the course of providing service to our Clients.

Software Licensing

We will not knowingly install unlicensed software. Each software title that is purchased and/or installed has a license agreement. You are solely responsible for adherence to the licensing rules. If requested in writing, MCG can perform a complete licensing compliance review of your entire company.

Termination of Services

If our professional relationship is not mutually beneficial, both the client and MCG have the right to terminate any further services at any time. In the event of any termination, you remain liable for any fees and costs incurred prior to termination.

We are support professionals; hardware & software sales are secondary.

As an additional value to our clients, we have partnered with Apple Inc. and several other technology distributors to provide a wide selection of products.

While we can often provide the right products for your company, we do not require you to purchase any equipment from MCG. We are happy to work with your preferred vendors to enable the solutions which are right for you.

Many clients prefer to have us procure any hardware or software needed to complete a project. Purchases over \$1000 require prepayment once approved.

Limitation of Liability.

Client agrees that MCG's liability for damages, regardless of the form of action, shall not exceed the total amount paid Client to MCG for performing its services. In no event shall MCG be liable for consequential,



Consultants Network

Terms of Service

incidental, special, or indirect damages or for loss of profits, loss of business, or loss or corruption of data, as a result of MCG's performance of its services.

Occasionally, these standard Terms of Service may be modified and the modified Terms of Service will be available at <http://macconsultinggroup.com/terms>. If you have any questions or comments on a revised Terms of Service, please contact us in writing.

If either party chooses not to enforce any provision(s) of these Terms of Service, it shall not be construed as a waiver or limitation of that party's right to later enforce and compel strict compliance with every provision of these Terms of Service.

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The laws of the State of Louisiana shall govern these Terms of Service.

We look forward to a long and mutually rewarding relationship.

Sincerely,
Allen Hancock, President,
Mac Consulting Group, Inc.

Acknowledged and agreed to by

Mac Consulting Group, Inc.

Client: _____

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

This signed document may be faxed to 815-425-8641
or emailed to support@macconsultinggroup.com