

# Service Level Agreement

2022

Thank you for engaging Rooted Consulting, LLC as your consulting and training partner.

This document constitutes an agreement between Rooted Consulting, LLC and

\_\_\_\_\_ ("Client Business Name")

- Consulting Rates: \$150 per hour or \$1,200 per day. Support Agreements and Project rates are available.
- Media Rates: \$100 per hour or 800 per day. Support Agreements and Project rates are available.
- **Payment is due at time of service** unless you are in a support agreement.
- Data is stored in Daylite, Zendesk, Google Docs Office 365 and Quickbooks.

## Your Support Team:

**Business Manager: Christopher Holmes**

Your business manager is here to assist with billing questions.

**Consultants: Daniel Allen, Jared Stepp, Hector Alcala and Christopher Holmes**

Consultants are your primary engineering and support resources. They will assist in troubleshooting, deployment and help you plan and implement your solution.

## Contact Rooted:

Rooted Consulting has put into place several avenues by which we can be contacted for support. Our consultants do not directly manage support requests. Our field services coordinator manages and assigns them via these avenues.

We have listed in order of the most effective avenues below:

### Create a Support Ticket at:

All Customers: [support.rootedconsulting.org](https://support.rootedconsulting.org)

Support is **NOT** given through **personal cell phones** or by **company email**. For the safety of our staff, as they are constantly driving to and from appointments, we **DO NOT** provide support by **text message**. Our team does not provide support or schedule customer calls **until a ticket is submitted**. **All of our time is billable unless otherwise stated in writing**. **Therefore, we need to be able to disclose support initiation and intent comes from the customer. Tickets are the best way to do that. If a support or meeting request is made by any other means than a ticket it may not be seen and therefore cannot be managed by available staff.**

### Call the office at:

Our main line is **(855) 234--7062**. A receptionist can take down your request and generate a ticket for you. Our staff spend 100% of their time directly with customers, therefore, we do not answer direct lines unless 1.) A ticket has been submitted and 2.) A meeting has been scheduled via Calendly.

### Billing Workflow:

Our team uses QuickBooks to send all invoices. If you are a support agreement customer and invoice it sent once a month on the 1st. **All consulting time, including support agreements, are pre-set times billed after service is delivered. We always bill when the work is done.**

Break/fix customers are billed after the completion of a service ticket. We mark it "Solved" and "to be invoiced." The invoice number is included in the ticket, and we include the engagement notes in the ticket as well as the invoice. **This allows you to match up tickets to invoices.**

### Accounting Questions:

Our business manager receives and responds to accounting questions at [accounting@rootedconsulting.org](mailto:accounting@rootedconsulting.org)

(Customer Initial\_\_\_\_\_)

### Consultant Contact Information:

Our team uses a scheduling solution called Calendly. It shows our schedule and available time. Any meeting scheduled must have an accompanying ticket so we can understand the nature of the call, be able to include or hand off to other consultants and ultimately bill for our time.

Christopher Holmes, CEO

Email: [cholmes@rootedconsulting.org](mailto:cholmes@rootedconsulting.org)

Phone: (225) 435-4130

Scheduling: <https://calendly.com/chris-holmes>

Daniel Allen, Consultant

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Email: [dallen@rootedconsulting.org](mailto:dallen@rootedconsulting.org)

Phone: (225) 435-4134

Scheduling: <https://calendly.com/daniel-allen>

### **Jared Stepp, Consultant**

Email: [jstepp@rootedconsulting.org](mailto:jstepp@rootedconsulting.org)

Phone: (225) 435-4136

Scheduling: <https://calendly.com/jared-stepp>

### **Hector Alcala, Consultant**

Email: [halcala@rootedconsulting.org](mailto:halcala@rootedconsulting.org)

Phone: (225) 240-7876

Scheduling: <https://calendly.com/hector-alcala>

### **Mark Tassin, Creative Director**

Email: [mtassin@rootedconsulting.org](mailto:mtassin@rootedconsulting.org)

Phone: (855) 234-7062

Scheduling: <https://calendly.com/mark-tassin>

## Fee for Service:

Please visit [feeschedule.rootedconsulting.org](https://feeschedule.rootedconsulting.org) for details.

Rooted Consulting, LLC offers professional services billed on an hourly basis. Our hourly rate is \$150 an hour and **payment is due at time of appointment and service**. Clients can be approved for up to but not exceeding a NET 30 day TERMS account. Speak to our business manager for more information. Unless otherwise negotiated under a Support Agreement, Rooted Consulting, LLC charges a minimum of one (1) hour service fee of \$150.00 for each on-site visit (the "On-site Minimum"). If an appointment must be rescheduled, please notify us **24 hours in advance** to avoid paying the "On-site Minimum" and any travel fees associated with your appointment.

(Customer Initial\_\_\_\_)

## Travel Time

For visits within one (1) hour of an office, billable time is counted from the time we leave our office, until the time we leave yours. **Travel that involves driving over one hour in each direction will incur a mileage charge of \$1 per mile in addition to the travel to your location**. **Projects with air travel and expense require payment for T&E in advance**.

## Remote Support

**Remote support is billed at our normal hourly rate in 30 -minute increments and is not subject to the On-site Minimum**. We provide remote support by phone and with the use of screen sharing software like Webex, Zoom, Microsoft Teams or TeamViewer. Security and privacy are at the core of our values. We never access your network and devices without your consent. Your consent is indicated through the submission of a support request.

(Customer Initial\_\_\_\_)

## Monitoring

Rooted Consulting offers a monitoring service we call RootedCare. It works on macOS, Windows OS and Linux devices. This software sits on the device and reports to our ticketing system on common issues such as: failing hard drives, stale backups, and emergency issues like a failing RAID. We have consultants that are monitoring this system hourly. This is billed out either per server, client device or on an organizational basis.

## Business Hours and availability

Rooted Consulting is a North American consultancy based in Louisiana. We primarily serve customers in the Central and Eastern time zones. All work performed on weekends and holidays, or on weekdays before 8:00 a.m. or after 5:00 p.m. (in your local time) is considered overtime. **Before/After hours, weekend, and Holiday support is considered overtime. After hours support will be billed at time and a half of our standard rate.**

## Response time:

Unless customer is in a Support Agreement, we will respond to tickets within **four** business hours and aim to schedule an appointment within **eight** business hours. Business Hours and availability are defined in the previous section. These targets may vary based on mutual client/consultant availability and the volume of tickets coming that day. **Customers outside of a support agreement are deemed "Break/Fix" and our scheduled on a first come, first serve basis.**

(Customer Initial\_\_\_\_\_)

## Purchase of Product:

In 2019 our company made the decision to focus on consulting and training services. We DO resell services, like G-Suite, Kerio or Online backup solutions, but **no longer resell hardware**. Our role, in the sales process, will be to recommend product and connect you with vendors who can get you the best products at the best price. Visit [www.rootedconsulting.org](http://www.rootedconsulting.org) for a list of what we still offer. Any services we do sell will require full payment before ordering. **We DO NOT warranty the products we resell. Any free support due to product issues must come from the developer. We WILL bill to support the products we resell.**

(Customer Initial\_\_\_\_)

## AppleCare:

Most Apple hardware comes with a one-year limited warranty and up to 90 days of complimentary telephone technical support. To extend your coverage further, **we strongly recommend**, purchase the AppleCare Protection Plan or AppleCare+. Because Apple makes the hardware, the operating system, and many applications, Apple products are truly integrated systems. And only AppleCare products give you one-stop service and support from Apple experts, so most issues can be resolved in a single call.

- Apple Care: <https://www.apple.com/support/products/>
- Mac: <https://www.apple.com/support/products/mac.html>
- iPad: <https://www.apple.com/support/products/ipad.html>
- iPhone: <https://www.apple.com/support/products/iphone.html>
- Watch: <https://www.apple.com/support/products/watch.html>
- Apple TV: <https://www.apple.com/support/products/appletv.html>
- iPod: <https://www.apple.com/support/products/ipod.html>

## Repair of Products:

Rooted Consulting is not a hardware repair company. We have Apple Certified Macintosh Technicians on staff but are not authorized to repair Apple Products. We will leverage our experience and certifications to help you identify hardware problems. **Rooted Consulting works with vendors like Apple and Best Buy to get your hardware issues resolved.**

- <https://checkcoverage.apple.com/>

## Rooted Consulting Warrants their work

**Rooted Consulting 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 warranted through the manufacturer.

(Customer Initial\_\_\_\_\_)

## Billing Procedures & Payment of Fees:

**Fees are payable upon time of service or receipt of invoice. Payment arrangements will be secured before a member of our team provides service. Without timely payment Rooted Consulting LLC may, at its sole discretion, terminate or suspend further service. In the event of nonpayment, Rooted Consulting LLC is entitled to recover from you its costs of collection. Rooted Consulting, LLC does not provide payment terms outside of support agreements.**

(Customer Initial\_\_\_\_\_)



## Data Backup and Recovery Systems:

**We strongly urge you to have a routine data backup system that is tested and verified.**

We can't restore files if don't have a working and tested backup. 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 and, in most cases, require that your data be backed up prior to work being done on your computer system. We are available to assist with professional data recovery at our customary rates for the service. **We are not responsible for any loss of data under any circumstances.**

(Customer Initial\_\_\_\_)

## Privacy Policy:

We are committed to your privacy and the confidentiality of your information. All Rooted Consulting LLC employees and contractors have executed an agreement to keep and maintain Client information confidential. We will, in good faith, consider executing any reasonable non-disclosure agreement you provide. Rooted Consulting LLC may store information relating to your computer systems, networks, usernames and passwords in Daylite, Zendesk, Google Apps, Office 365 and QuickBooks. This agreement acknowledges that Rooted Consulting LLC staff may access this information on an as-needed basis, in the course of providing service to our clients.

## Best effort support:

Rooted consulting supports third party software if and only if the software is still supported by the vendor. Based on experiences with products and developer history we will elect not to support certain products. If the customer wishes to proceed it will be on a "Best effort" basis with no guarantee of resolution.

### Best effort list:

- OS version more than two version behind.
- Server version more than two version behind
- Outlook on the Mac
- Microsoft Office in a Network environment
- Adobe products in a network environment
- Profile Manager

## 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 and the retention of the license documentation. If requested in writing, Rooted Consulting, LLC can perform a complete licensing compliance review of your entire company.

## Termination of Services:

If our professional relationship is not mutually beneficial, both the break/fix non-support agreement client and/or Rooted Consulting LLC have the right to terminate any further services with a 30-day written notice. In the event of any termination, you remain liable for any fees and costs incurred prior to termination. Support agreement customers should refer to [agreement.rootedconsulting.org](https://agreement.rootedconsulting.org) to review terminating support agreements.

(Customer Initial\_\_\_\_)

## Limitation of Liability:

Client agrees that Rooted Consulting LLC liability for damages, regardless of the form of action, shall not exceed the total amount paid to Rooted Consulting LLC for performing its services. In no event shall Rooted Consulting LLC be liable for consequential, incidental, special, or indirect damages or for loss of profits, loss of business, or loss or corruption of data, as a result of Rooted Consulting LLC performance of its services. Occasionally, these standard Terms of Service may be modified, and the modified Terms of Service will be available at <https://rootedconsulting.org>. If you have any questions or comments on a revised Terms of Service, please contact us in writing. Should this link not be functioning properly we are happy to email or mail you a copy.

**Please notify us at [accounting@rootedconsulting.org](mailto:accounting@rootedconsulting.org).**

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,

**Christopher Holmes, Founder & Chief Executive Officer**

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Rooted Consulting, LLC

Client Decision Maker:

Email Address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer Contact Information:**

**Technical Point of Contact:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Financial Point of Contact:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_