



Fortuitous Technologies
Billing and Retainer Policy
Revised: December 17, 2019

I. Standard Retainer Based Billing

Customers who are not on contract must have a paid retainer prior to service execution. Retainer prices are considered a discount price. There are larger discounts for larger hourly blocks. This policy is designed to keep our prices down by reducing overhead associated with billing, collections, and accounting.

All time blocks are valid for 1 year from date of invoice. Hours that are unused after expiration can be extended by purchasing another block. Standard response time is one business day. There are no refunds on unused hourly blocks. New customers are billed Net 0 days; Established Customers are billed Net 30 days. Customers who fail to pay ontime automatically revert to Net 0 days.

All retainers require 3 hours of service each quarter, whether those hours are used or not. We also require that all critical systems we manage be monitored. This policy gives us the required access, familiarity, and understanding of those systems so that we can better provide service when need arises, and to fix problems on a pro-active basis. Retainers must be received 3 business days prior to service, otherwise charges are consider non-retainer.

A. Retainer Pricing

The following retainer time-blocks are available:

- * 5-hour block of Standard support at a rate of \$225/hour (one-time only)
- * 10-hour block of Standard support at a rate of \$220/hour
- * 25-hour block of Standard support at a rate of \$180/hour
- * 50-hour block of Standard support at a rate of \$160/hour
- * 100-hour block of Standard support at a rate of \$140/hour

B. Hourly Rates and Scheduling

- * Standard hours are for normal business hours, Monday-Friday, 9am-5pm CST
- * Unscheduled and emergency on-site hours are billed at twice the retainer rate
- * Unscheduled evening and weekend hours are billed at twice the retainer rate
- * Holiday and night (18:00-8:30) hours are billed at twice the retainer rate
- * Four hour response time (by prior agreement only) are billed at 1.5 times the retainer rate
- * Performance and Capacity Planning are billed at 2.5 the retainer rate
- * Travel outside of our Local Area¹ is billed at service time plus one-way travel time
- * Time is billed in quarter hour increments
- * Holidays are defined as those of the US Office of Personnel Management at http://www.opm.gov/Operating_Status_Schedules/fedhol/ plus (a) the day after Thanksgiving, (b) Christmas Eve, and (c) New Years Eve.

¹ See Section III for Local Area Definition

II. Non-Retainer Hours

All clients must have a retainer except by prior agreement. In the event that your company does not have a retainer, you are charged at the following rates on a Net 0 basis:

A. Administration

- * On-site Call fee inside the Local Area is \$250.
- * On-site Call fee outside the Local Area is \$250 plus 2-way travel at \$1/mile.
- * Normal System Administration is billed at \$300/hour.
- * Evening (outside of 8am-5pm CST M-F) and weekend hours are billed at \$325/hour.
- * Holiday hours are billed at \$325/hour

B. Networking and Firewall Services

- * Security/Firewall/Networking with one business day response is billed at \$250/hour.
- * Unscheduled evening/weekend hours (outside 9am-5pm CST M-F) are billed at \$325/hr.
- * Holiday hours are billed at \$350/hr.

III. Additional Provisions

- * Fortuitous retains the right to change retainer prices at any time.
- * Fortuitous will always honor rates for a retainer that is paid prior to any rate changes.
- * Fortuitous retains the right to return any unused retainer and discontinue service.
- * Local Area definition: within a 30 mile radius of our business or consultant offices.
- * Fortuitous is not liable for damages caused by system failure due to hardware, network intrusion, virus infection, incidental, or loss of productivity, data, or other intellectual property to the extent provided by the local, state, and federal laws of Travis county, Texas, USA.
- * This agreement is governed by the laws of the state of Texas and all obligations of this agreement shall be performable in Travis County, Texas.
- * Use of Fortuitous Technologies services implies assent to the provisions herein.
- * The version of this document at <http://www.fortuitous.com/docs/misc/retainer.pdf> takes precedence on a per-invoice basis.

Company: _____

Client Name: _____

Date: _____

Signature: _____