Maintenance Service Agreement Terms and Conditions

Business Prepaid Retainer

Effective November 30, 2026 | Version 4 | 208GEEK, LLC | 3330 N. Meridian Rd., Suite 150, Meridian, Idaho 83646

1. Business MSA Scope

These Maintenance Service Agreement Terms and Conditions govern each Business Maintenance Service Agreement (MSA), also called a Business Prepaid Retainer, purchased from 208GEEK, LLC. These Terms apply to business clients only. Residential Home Tech Care plans are governed by the current Flat Pricing Terms of Service.

An MSA is discounted prepaid service time with priority scheduling. It is not unlimited support, a conventional all-inclusive managed-services plan, or a guarantee of same-day, after-hours, emergency, or 24/7 service.

2. Plans, Permitted Use, and Term

Business prepaid retainers are 5 hours for $750 or 10 hours for $1,500. Hours may be used for approved onsite, remote, shop, diagnostic, server, Microsoft 365, and other administrative services. Purchased hours ordinarily expire two years after purchase or issuance unless the accepted agreement states otherwise.

Unused hours have no cash value and are non-transferable. Any refund is solely at 208GEEK's discretion. Parts, hardware, software, licenses, subscriptions, shipping, taxes, third-party services, and other non-labor costs remain additional unless expressly included.

3. Timekeeping and Deductions

- **Business onsite:** one-hour minimum, then 15-minute increments. Travel time is not labor.
- **Business shop and diagnostic work:** actual active technician labor in 15-minute increments. No separate flat-rate shop labor is added for the same plan-covered work. Unattended processing does not count while the technician is free to perform other work.
- **Remote workstation support:** 30-minute increments.
- **Remote Microsoft 365 administration:** 15-minute increments when performed without an onsite visit or workstation remote session.
- **Server monitoring:** one MSA hour per month for each qualifying monitored server. Troubleshooting, remediation, incident response, disaster recovery, and other work use additional time.
- **Multiple technicians:** when more than one technician materially works on a job, combined active labor may be deducted.
- **Accepted emergency work:** actual time is converted to adjusted emergency time at 1.5 times actual time. Adjusted time is deducted from the remaining MSA balance first.

4. Balance, Renewal, and Emergency Work

208GEEK will state time used and the remaining balance on applicable service records. When a balance is exhausted, the client may renew at current pricing or pay the current regular rate. Any remaining MSA balance is applied first.

If an accepted emergency exhausts the remaining balance and the client does not renew, uncovered adjusted emergency time is billed at the normal $180-per-hour Business Onsite rate. The 1.5 multiplier is not applied a second time. Example: 1.5 actual hours equals 2.25 adjusted hours. If 1.0 MSA hour remains, deduct 1.0 hour and bill the remaining 1.25 hours at $180 per hour.

Non-MSA emergency work may be accepted only when openings exist and, if accepted, may be billed at 1.5 times the normal rate. Acceptance, qualification, and schedule disruption are always at 208GEEK management's discretion.

5. Priority, Availability, and Travel

- Business MSA service receives priority scheduling, with a next-business-day target when reasonably available. This is not a guaranteed response time.
- Same-day or emergency service depends on qualification, scheduling, staffing, safety, and management approval. Staff do not independently promise same-day or after-hours service.
- MSA service does not provide 24/7 coverage. After-hours responses, callbacks, and work are not guaranteed.
- The first 20 one-way miles from the 208GEEK office are included. Travel beyond that area may be charged at the current published travel rate. Drive time is not labor.

6. Diagnostics and Shop Work

MSA enrollment does not by itself provide free diagnostics on computers not sold by 208GEEK. Chargeable diagnostic and shop work consume actual active technician time in 15-minute increments. Computers sold by 208GEEK receive complimentary lifetime diagnostics; free diagnosis does not make noncovered repairs or other work free. An earlier accepted agreement promising a different diagnostic benefit continues to govern that agreement unless changed in writing.

7. Qualifying Warranty Benefit

For a genuinely covered warranty issue on a qualifying 208GEEK-sold computer, required onsite service, pickup, covered shop repair, and redelivery may be included without using Business MSA hours when management confirms coverage. Unrelated or noncovered work remains billable or deductible. The original computer warranty and invoice control eligibility and coverage.

8. Client Responsibilities and Service Boundaries

The client must provide safe access, necessary credentials, accurate information, timely approvals, and a reasonable opportunity to perform and verify work. Service remains subject to 208GEEK's current technical capability and service boundaries. Recommendations concerning security, backups, infrastructure, or replacement remain advisory unless separately accepted.

The MSA does not make 208GEEK responsible for the client's overall security, regulatory compliance, backups, third-party systems, vendor products, or business continuity. Specialized legal, insurance, compliance, forensic, cabling, security-system, or vendor support may be required.

9. Disclaimer and Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 208GEEK SHALL NOT BE LIABLE FOR LOSS OF DATA, SOFTWARE, USE, PROFITS, BUSINESS INTERRUPTION, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ECONOMIC DAMAGES ARISING FROM AN MSA OR THE SERVICES PROVIDED UNDER IT. LIABILITY ARISING FROM A PARTICULAR SERVICE SHALL NOT EXCEED THE AMOUNT PAID FOR THAT SERVICE. LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED IS NOT AFFECTED.

10. Governing Terms and Version

These Terms supplement the current 208GEEK Terms of Service, applicable estimates, invoices, accepted recommendations, and work orders. If a specific accepted document expressly conflicts with these Terms, that document controls only for that transaction. 208GEEK may revise these Terms prospectively.

These Terms apply prospectively to MSAs accepted on or after November 30, 2026. An earlier accepted agreement continues to govern that transaction unless the parties agree otherwise in writing.