**TECH DETECTIVE LLC**

Sagle, Idaho • (888) 404-7707 • sean@techdetectivellc.com
techdetectivellc.com

# MANAGED BACKUP SERVICE AGREEMENT

Version: **1.0**
Effective: **October 31, 2026**

**SERVICE**
Managed Backup & File Recovery. Your sign-up form or quote lists the computers covered, the plan for each, and the price.

## 1. About this agreement

**1.1 Who it's between.** This agreement is between Tech Detective LLC, an Idaho limited liability company in Sagle, Idaho ("we," "us"), and the client named in the signature section ("you").

**1.2 What it covers.** This agreement covers the Tech Detective Managed Backup Service. Your sign-up form or quote (the "Work Authorization") lists the computers covered, the plan for each, and the price. This agreement and the Work Authorization are the whole deal between us for the backup service.

**1.3 How it's accepted.** You accept this agreement by signing it, including by electronic signature. We'll give you a copy of the signed agreement.

**1.4 Changes.** We will give you at least 30 days' written notice before changing this agreement. If you don't agree to a change, you can cancel before it takes effect under Section 9.

## 2. The service and what's covered

**2.1 Covered Devices.** Only the computers listed in the Work Authorization are covered ("Covered Devices"). You can add or remove devices by written request, including email.

**2.2 Selected Data.** We back up the files and folders we identify with you during setup ("Selected Data"). Changes to the selection take effect once we confirm them in writing. Anything outside the selection is not backed up.

**2.3 Not covered unless listed.** External drives, network storage, cloud accounts (such as Microsoft 365, Google, or iCloud), phones, tablets, and any other device are covered only if the Work Authorization lists them.

**2.4 Backup schedule.** Backups are scheduled every hour while a Covered Device is on and connected to the internet. Whether a backup finishes depends on the device being available, the amount of data, and connection speed.

**2.5 Plans and prices.**

| Plan | Price | Storage included |
|---|---|---|
| Workstation | $50 per device per month | 500 GB |
| Server (including any Linux computer) | $100 per device per month | 1 TB |
| Local backup copy (add-on) | $25 per device per month | Not applicable |

If the Work Authorization shows a different price, the Work Authorization controls.

## 3. Our commitment

We will:

1. Install and configure the backup software on each Covered Device.
2. Check backup status every business day and follow up on failed or missed backups.
3. Test-restore a sample of Selected Data from each Covered Device every month, and keep a record of each test that you can see on request.
4. Tell you within one business day if backups for a Covered Device fail on 3 business days in a row and we can't fix the problem ourselves.

"Business day" means Monday through Friday, except federal holidays. Service hours are 8:00 a.m. to 6:00 p.m. Pacific Time on business days. Scheduled backups run around the clock; our monitoring and help happen during service hours.

## 4. What we can't promise

**4.1** No backup system can guarantee that every file can be recovered. Recovery is limited to Selected Data on Covered Devices that was successfully backed up and is still within the retention period in Section 7.

**4.2** EXCEPT FOR OUR COMMITMENTS IN SECTION 3 AND THE CREDIT IN SECTION 5, THE SERVICE IS PROVIDED "AS IS." WE DO NOT PROMISE THAT BACKUPS WILL FINISH ON ANY SCHEDULE, THAT ANY PARTICULAR FILE OR VERSION CAN BE RECOVERED, OR THAT RESTORED DATA WILL BE FREE OF ERRORS OR DAMAGE THAT EXISTED WHEN IT WAS BACKED UP. WE DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT THE LAW ALLOWS.

**4.3** The service lowers your risk of losing files. It does not cover data that was never selected, never successfully backed up, or has aged out of retention.

## 5. Monitoring credit

**5.1** If backups for a Covered Device fail for 3 or more business days in a row and we did not tell you within one business day of the third failed day, you get a credit equal to that device's monthly fee for each month affected. The backup software's job history is the record of whether backups failed.

**5.2** The credit comes off future invoices and is not paid in cash. It is your only remedy for a missed or unreported backup failure.

**5.3** The credit does not apply to files that weren't Selected Data, files deleted or changed outside the retention period, or devices that were off, offline, or had the backup software removed or disabled.

## 6. Your responsibilities

You agree to:

- Turn on each Covered Device and connect it to the internet regularly. A device that is off or offline can't back up.
- Not uninstall, disable, or block the backup software.
- Tell us when you add a computer, move important files somewhere new, or start keeping important data outside your selection.
- Keep your own long-term records if you need data kept longer than the retention period in Section 7 (for example, for taxes or legal record-keeping).
- Not use the service for protected health information or any other data that legally requires a business associate agreement or similar contract. We don't offer the service for that data.
- Make sure you have the right to back up the data on your Covered Devices, and allow us to access it as needed to monitor, test, and restore it.

## 7. Storage, retention, and local copy

**7.1 Storage.** Each workstation includes 500 GB of backup storage and each server includes 1 TB, measured by the size of that device's Selected Data. Storage above that is $10 per 250 GB per month for that device. If a device grows past its included storage, we will tell you, and you can choose to narrow the selection or add storage. We will not charge for extra storage without your approval.

**7.2 Retention.** Backups keep versions of your files for 30 days. Versions older than 30 days, and files deleted from your computer more than 30 days ago, are permanently removed and can't be recovered.

**7.3 Protected copies.** Backup copies are stored so they can't be changed or deleted from a Covered Device, which helps protect them from ransomware. This lowers risk but is not a guarantee (see Section 4).

**7.4 Local copy.** If you buy the local copy add-on, we set up a local backup on a dedicated drive at your location for each Covered Device. You buy the drive, and we'll tell you which one to get. There's no setup fee. The drive is yours, and you're responsible for keeping it physically safe. The local copy is for faster restores; the cloud backup is the main copy.

## 8. Recovery requests

**8.1 How to ask.** For files and folders, submit a restore request at techdetectivellc.com/restore, or email sean@techdetectivellc.com. If a Covered Device has died, been stolen, or won't start, call us at (888) 404-7707.

**8.2 Included help.** Each Covered Device includes up to one hour of hands-on remote help restoring files and folders per month, during service hours. Time spent waiting on downloads and transfers doesn't count. Unused time doesn't roll over.

**8.3 Extra help.** Help beyond the included hour is $100 per hour. We will get your approval before any extra charges.

**8.4 How restores are done.** Unless you ask otherwise, we restore files to a separate location so nothing on your computer gets overwritten. We aim to start on a request within one business day. That is a goal, not a guarantee, and it isn't covered by the credit in Section 5.

**8.5 Not included.** Full-system restoration, setting up a replacement computer, rebuilding an operating system, reinstalling programs, physical drive recovery, and onsite visits are quoted separately.

## 9. Free trial, billing, and cancellation

**9.1 Free trial.** New clients can try the service free for 30 days, once per client. We collect your payment information when you sign up but don't charge it during the trial. During setup we'll confirm in writing which devices are covered and what your monthly price will be. Before the trial ends, we'll remind you that paid service is about to start. If you tell us before the trial ends that you don't want to continue, we remove the software, delete the trial backups, and never charge your card. Otherwise, your first charge happens when the trial ends.

**9.2 Billing.** Fees are billed monthly in advance and charged automatically to the card or bank account on file. If a payment is more than 7 days late, we may pause backups after telling you in writing. Pausing backups doesn't delete your existing backups, and backups restart once your account is paid. Files can age out of retention while backups are paused.

**9.3 Cancellation.** There is no long-term commitment. Either of us can end the service, or remove a Covered Device, with 30 days' written notice; email counts. Fees already paid are not refunded, in whole or in part, including for the month the service ends.

**9.4 Price changes.** We will give you at least 30 days' written notice before changing your price.

## 10. When service ends

**10.1** Backups stop on the date service ends. We keep your existing backups for 30 days after that. During those 30 days you can ask us to restore or hand over your files, billed at the rate in Section 8.3.

**10.2** After those 30 days, all backups for your account are permanently deleted and can't be recovered by us or our provider. We will remove the backup software from your Covered Devices, or tell you how to remove it.

**10.3** If you're switching to another backup service, start it before your service with us ends so you're never without a backup.

## 11. Our provider and your data

**11.1 Provider.** Backups are stored with a third-party provider, currently N-able's Cove Data Protection, in data centers in the United States. Data is encrypted while it travels and while it's stored. We may switch providers with notice to you, and we'll handle moving your backups if we do.

**11.2 Access.** We access your backed-up data only to deliver the service: monitoring, monthly restore tests, and restores you ask for.

**11.3 Confidentiality.** We keep your data and anything we learn about your business confidential. We won't share it with anyone except our backup

provider as needed to run the service, or when the law requires it. If the law requires us to share it, we'll tell you first unless the law doesn't allow that.

## 12. Limit on our liability

**12.1 Cap.** OUR TOTAL LIABILITY FOR ANY CLAIM RELATED TO THE SERVICE OR THIS AGREEMENT IS LIMITED TO THE FEES YOU PAID US FOR THE SERVICE IN THE 3 MONTHS BEFORE THE EVENT THAT CAUSED THE CLAIM.

**12.2 Damages we're not responsible for.** WE ARE NOT LIABLE FOR LOST PROFITS, LOST BUSINESS, DOWNTIME, THE VALUE OF LOST OR DAMAGED DATA, THE COST OF RECREATING DATA, OR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WE WERE TOLD THEY WERE POSSIBLE.

**12.3 Limits of the limits.** This section doesn't limit liability that the law doesn't allow to be limited, such as for intentional wrongdoing.

**12.4 Why.** Our prices are set based on these limits. Without them, the service would cost much more.

## 13. Events beyond our control

Neither of us is responsible for delays or failures caused by things outside our control, including outages or failures at our backup provider, internet or power outages, natural disasters, or government action. This doesn't excuse paying fees that are owed. If our provider has an outage, we'll work with them to restore service as quickly as we can.

## 14. Disputes

**14.1 Talk first.** If either of us has a problem, we'll tell the other in writing and try to work it out for 30 days before taking any other step.

**14.2 Mediation.** If talking doesn't solve it, we'll try mediation in Bonner County, Idaho, before going to court, and split the mediator's fee.

**14.3 Small claims.** Either of us can take a claim to small claims court at any time, without talking first or mediating, if it qualifies.

**14.4 Law and court.** Idaho law governs this agreement. Any court case will be in the state courts in Bonner County, Idaho.

## 15. General terms

**15.1 Notices.** Written notice by email to the addresses we each have on file counts.

**15.2 Electronic signatures.** Electronic signatures and records count the same as paper ones.

**15.3 Assignment.** You can't transfer this agreement to someone else without our written okay. We can transfer it to a business that takes over our services, and we'll tell you if we do.

**15.4 Independent business.** We are an independent business, not your employee or partner.

**15.5 If part doesn't hold up.** If a court finds any part of this agreement unenforceable, the rest still applies, and that part is enforced as far as the law allows.

**15.6 No waiver.** If either of us doesn't enforce part of this agreement once, that doesn't mean we give up the right to enforce it later.

## Signatures

By signing, you confirm you've read this agreement, including the limits in Sections 4 and 12, and agree to it.

Please initial both limits: Section 4, What we can't promise _____ Section 12, Limit on our liability _____

| Client | Tech Detective LLC |
|---|---|
| **Name** | Sean Duffy |
| **Title / business** | Owner |
| **Signature** | |
| **Date** | |