

Service Agreement

Websites, apps, automation & AI, and IT support for small businesses

This Service Agreement (the "Agreement") is entered into on the Effective Date below between **TechMitten**, owned and operated by Raymond Busutil, Plymouth, Michigan ("TechMitten," "we," or "us"), and the client named below ("Client" or "you"). It covers the work described in Schedule A and any later Schedule A that both parties sign.

Client / business name

Contact name & title

Address

Email & phone

Effective Date

In plain English: you get a written quote and scope before work starts, you pay half up front and half at launch for website projects, you own your finished site or app once it is paid for, and either of us can end things with written notice. The details are below.

1. Services

TechMitten will provide the services selected and described in Schedule A (the "Services"). These may include:

- **Websites** — design and development of responsive React websites, redesigns, booking, forms and online shops.
- **Apps & custom software** — Android apps, web apps, customer portals, dashboards and integrations, including Google Play publishing assistance.
- **Automation & AI** — workflow automations, local/private AI tools and AI receptionist or voice agent setup.
- **IT support** — remote and agreed on-site troubleshooting, backups, security basics and business tool setup.
- **Care plans** — ongoing hosting, maintenance and support billed monthly.

Anything not listed in Schedule A is outside the scope of this Agreement until both parties agree to it in writing.

2. Scope, Changes and Revisions

- Schedule A sets out the deliverables, timeline and price. TechMitten will provide a written quote before any work begins.
- Website and app projects include **two (2) rounds of revisions** per milestone unless Schedule A says otherwise. A round is one consolidated set of feedback.
- Requests that add features, pages or integrations, or that reverse previously approved work, are change requests. TechMitten will quote the time and cost in writing (email is fine) and will not start until you approve.
- Additional work is billed at the hourly rate in Schedule A.

3. Client Responsibilities

Projects stay on schedule when information flows both ways. You agree to:

- provide content (text, photos, logos, pricing), account access and decisions within the timelines in Schedule A;
- review deliverables and respond within **five (5) business days**;
- confirm you have the rights to all content and materials you supply;
- keep a current backup of your data before IT support work begins, unless backup setup is part of the Services;
- keep secure any passwords and credentials provided to you, and tell us promptly about changes in your requirements.

If the project is paused for more than **thirty (30) days** while waiting on Client input, TechMitten may put it on hold, invoice for work completed, and reschedule the remaining work based on availability.

4. Fees and Payment

- **Website projects:** 50% deposit to start, 50% at launch. Work begins once the deposit clears.
- **Other custom projects:** the deposit and milestone schedule in Schedule A.
- **Monthly plans** (IT support and care plans) are billed monthly in advance and are month-to-month unless Schedule A states a term.
- **Hourly work** is billed at the rate in Schedule A, with any minimums stated there. TechMitten will give an estimate before starting.
- **Sliding-scale pricing and payment plans**, when offered, are written into Schedule A and are binding as written.
- Invoices are due within **fifteen (15) days** unless Schedule A says otherwise. Balances unpaid 30 days after the due date may incur a late fee of **1.5% per month**. TechMitten may pause work or monthly services while an account is past due.
- Payments can be made at techmitten.com/pay or by any method listed on the invoice. Deposits cover scheduling and work already begun and are non-refundable once work has started.

5. Third-Party Costs

Hosting, domain names, paid plugins or APIs, app store fees, phone numbers, telephony minutes, AI model usage, email services and similar outside costs are **not included** in project fees unless Schedule A says so. They are paid by the Client directly or passed through at cost, and they are discussed before you commit. Third-party services are governed by their own terms; TechMitten is not responsible for their price changes, outages or policy decisions (including app store review decisions).

6. Delivery, Acceptance and Launch

When a milestone or the final deliverable is ready, TechMitten will notify you. You have **five (5) business days** to report, in writing, anything that does not match Schedule A. If you do not report issues within that period, or if the work is launched or used in your business, it is considered accepted. Timelines in Schedule A are good-faith estimates and move with Client response times and approved changes.

7. Post-Launch Support and Warranty

- For **thirty (30) days** after launch, TechMitten will fix, at no charge, defects where the work does not perform as described in Schedule A.
- This does not cover new features, content changes, changes made by the Client or others, third-party service failures, or browser, operating system or platform updates released after launch.
- Every website and app is delivered ready to edit in **AppBlips**, TechMitten's free, open-source editor, so you can make routine content changes yourself. Changes made by the Client are the Client's responsibility.
- Ongoing support after the warranty period is available through a care plan or at the hourly rate.

8. Ownership and Intellectual Property

- **Your content:** you keep full ownership of all content, branding, data and materials you provide.
- **Your project:** upon payment in full, you own the custom design and code created specifically for you, and TechMitten will transfer the source files and any accounts set up on your behalf.
- **Third-party components:** projects may use open-source software, fonts, stock images or other licensed components, which stay subject to their own licenses. TechMitten will tell you about any with notable license requirements.
- **TechMitten tools:** TechMitten's pre-existing code, tools, templates and products (including AppBlips and MittenIMG) remain TechMitten's property. Where they are part of your deliverable, you receive a perpetual, non-exclusive, royalty-free license to use them as part of that deliverable.
- **Portfolio:** TechMitten may show the finished work and your business name in its portfolio unless you opt out in Schedule A.

9. IT Support and System Access

- You authorize TechMitten to access the devices, accounts and systems you identify, including through remote-access software, only as needed to perform the Services. Remote sessions are started with your permission.
- TechMitten will explain the problem, the options and the estimated cost before starting non-routine work, and will consider your existing equipment first.
- IT work can carry some risk of data loss. TechMitten will take reasonable care, but is not responsible for data that was not backed up before work began, and data recovery is not guaranteed.
- You confirm that you own or are authorized to manage all devices and accounts you ask TechMitten to work on.

10. AI Tools and AI Receptionists

- AI outputs can be wrong. You are responsible for approving the questions, answers, scripts and actions your AI tools use, and for reviewing their results before relying on them for important decisions.
- For AI receptionists and voice agents, you are responsible for complying with the laws that apply to your business, including any required disclosures to callers about AI use, call recording consent and text-message consent.
- AI receptionists depend on third-party telephony and AI providers. TechMitten does not guarantee that every call will be answered or handled correctly, and you should keep a way for urgent callers to reach a person.
- Where local/private AI is part of the Services, data handling will be described in Schedule A.

11. Confidentiality and Data

Both parties will keep confidential any non-public business, technical, customer or financial information shared during the relationship and use it only to perform this Agreement. This obligation lasts for **two (2) years** after the Agreement ends. TechMitten will handle Client credentials and data with reasonable care, use them only for the Services, and return or delete them on request when the work ends, except where retention is required by law.

12. Term and Termination

- This Agreement starts on the Effective Date and continues until all Services in signed Schedules are complete or it is terminated.
- **Monthly services:** either party may cancel with **thirty (30) days'** written notice; service continues through the current billing period.
- **Projects:** either party may terminate with **fourteen (14) days'** written notice. You pay for all work completed through the termination date, and TechMitten will deliver the completed work once paid.
- Either party may terminate immediately if the other materially breaches this Agreement and does not fix it within ten (10) days of written notice. TechMitten may also end services immediately for illegal activity or abusive conduct.
- Sections on payment, ownership, confidentiality, liability and indemnification survive termination.

13. Warranties and Disclaimers

TechMitten will perform the Services in a professional and workmanlike manner consistent with industry standards. TechMitten does not guarantee specific business results, revenue, search engine rankings, call volume or uptime unless Schedule A states otherwise. Except as stated in this Agreement, the Services are provided "as is," without other warranties, express or implied.

14. Limitation of Liability

To the extent permitted by law, TechMitten's total liability arising from this Agreement will not exceed the fees the Client paid TechMitten in the twelve (12) months before the claim. Neither party is liable for indirect, incidental, special, consequential or punitive damages, including lost profits, lost data or lost business opportunities. TechMitten is not responsible for outages, data loss or security incidents caused by third-party services, events outside its reasonable control, or the Client's own actions.

15. Indemnification

Each party will defend and hold the other harmless from third-party claims arising from its own breach of this Agreement. In addition, the Client will hold TechMitten harmless from claims arising from content or materials the Client supplies, and from the Client's use of AI tools in violation of applicable law.

16. General Terms

- **Independent contractor.** TechMitten is an independent contractor and may use its own tools and schedule. TechMitten may use subcontractors only with the Client's approval and remains responsible for their work.
- **Governing law.** This Agreement is governed by the laws of the State of Michigan. Disputes will be resolved in the state or federal courts located in Michigan. The parties agree to try in good faith to resolve any dispute informally first.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control.
- **Entire agreement.** This Agreement and its signed Schedules are the full agreement and replace earlier discussions. If a Schedule conflicts with this Agreement, the Schedule controls for that project. TechMitten's website Terms of Service apply only to matters this Agreement does not address.
- **Changes and notices.** Changes must be in writing and agreed by both parties; email counts as writing. Notices go to the email addresses on this Agreement.
- **Severability.** If any part of this Agreement is found unenforceable, the rest remains in effect.
- **Signatures.** This Agreement may be signed electronically and in counterparts.

Signatures

By signing, both parties agree to this Agreement and Schedule A.

TechMitten

Client

Signature

Signature

Raymond Busuttil, Owner

Printed name & title

Date

Date

Schedule A — Project & Service Details

Complete one Schedule A for each project or service plan. Attach a detailed proposal if helpful.

Services selected

- | | | |
|--|--|---|
| ☐ Website (new / redesign) | ☐ Android or web app | ☐ Automation / private AI |
| ☐ AI receptionist / voice agent | ☐ IT support (project / hourly) | ☐ Monthly care or support plan |

Project description & deliverables

Not included (out of scope)

Price & payment

Project price	\$	
Deposit (default 50%)	\$	Due on signing
Balance / milestones	\$	Due at launch, or per milestones below
Monthly plan fee	\$	/ month Includes:
Hourly rate (extra work)	\$	/ hour Minimum:
Payment plan / sliding scale		
Third-party costs	☐ Client pays directly ☐ Passed through at cost ☐ Included	

Timeline

Estimated start

Milestones

Estimated launch / completion

Revision rounds per milestone 2 (default) Other:

Other terms

- ☐ Client opts out of portfolio use
 ☐ On-site visits included (area / travel fee):

TechMitten signature / date

Client signature / date
