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| **CUSTOMER** | |  | **BILL TO** | |
|  | |  |  | |
| Contact:  Email: |  |  | Contact:  Email: |  |

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| **Description** | **Unit Price** | **Quantity** | **Total** |
| **Hourly Rate**  Hourly rate for all services performed outside the scope of the Managed Services Program | $ per hour | - | - |
| **Monthly Services Package** Includes \_\_\_\_ office, \_\_\_ server, and up to \_\_\_\_ PC’s   * Network monitoring and alerting * Monitor that established backup plan has completed * Perform routine and scheduled preventative network maintenance such as server reboots and defrags * Apply operating system and security updates * Monitor established anti-virus software status * Monthly System Report * Ongoing strategic IT consulting | $ per month |  |  |
| **System Backup as a Service**  Includes server image backup for \_\_\_\_ server. | $ per month per server |  |  |
| **Anti-virus Protection as a Service**  Includes \_\_\_\_\_ server and up to \_\_\_ PC’s | $ per month up to \_\_\_ PC’s |  |  |
| **Additional Work**   * Firewall Monitoring | $ per hour |  |  |
| **Total Monthly Managed Services Fee** | | |  |
| **Total Due Upon Signing (Includes first months service and additional work)** | | |  |

By executing this agreement, I acknowledge that I have read and understand this Agreement and I certify that I am authorized to execute this Agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates and/or meter readings. The terms and conditions within this Agreement correctly set forth the entire agreement between parties.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signature Date |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Customer Authorized Signature Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |

# Managed Services Agreement

1. **Term of Agreement**
   1. This agreement shall become effective upon receipt of payment by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_”) of the Total Due Upon Signing provided on page one and coverage shall be continuous for the time frame as specified on page one. Unless notified in writing thirty (30) days prior to the expiration date by the Customer or \_\_\_\_\_\_\_\_\_\_\_\_, this Agreement shall be automatically renewed for the same successive period of time upon the terms and conditions then in effect subject to any price/rate increase at any twelve (12) month interval thereafter. All Agreements are reviewed annually and subject to annual price adjustments, not to exceed \_\_\_%, based on changes in current service costs. In addition direct prices increase such as fuel, parts, supplies may be passed on to Customer when incurred.
2. **Termination**
   1. This Agreement may be terminated by the Customer upon thirty (30) days written notice if \_\_\_\_\_\_\_\_\_\_\_\_:
      1. Fails to fulfill in any material respect its obligations under this Agreement and does not substantially cure such matter within thirty (30) days of receipt of such written notice.
      2. Breaches any material term or condition of this Agreement and fails to substantially remedy such breach within thirty (30) days of receipt of such written notice.
      3. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
      4. Absent the above this Agreement is Non-Cancellable and Non-Refundable.
   2. This Agreement may be terminated by \_\_\_\_\_\_\_\_\_\_\_\_ upon thirty (30) days written notice to the Customer.
   3. If either party terminates this Agreement, \_\_\_\_\_\_\_\_\_\_\_\_ will assist Customer in the orderly termination of services, including timely transfer of the services to another designated provider. Customer agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_ the actual costs of rendering such assistance.
3. **Managed Services**
   1. \_\_\_\_\_\_\_\_\_\_\_\_ will perform specific scheduled support, monitoring and administration identified below. Devices to be monitored under this agreement are provided on page one.
      1. \_\_\_\_\_\_\_\_\_\_\_\_ will monitor all devices under this agreement 24 hours a day, 7 days a week via an Internet connection from \_\_\_\_\_\_\_\_\_\_\_\_ corporate offices. Customer hereby consents to remote access by \_\_\_\_\_\_\_\_\_\_\_\_ to Customer’s network.
      2. All Devices under this agreement will be monitored for up/down status. Should a device go off-line, \_\_\_\_\_\_\_\_\_\_\_\_ will notify the Customer immediately during normal business hours.
      3. \_\_\_\_\_\_\_\_\_\_\_\_ will connect to each of the devices via an Internet connection and perform routine and preventative maintenance such as reboots, security updates, desktop defrags, and review backup events as described on page one, and verify anti-virus and malware services are current.
4. **Support Services**
   1. \_\_\_\_\_\_\_\_\_\_\_\_ will provide Technical Support Services consisting of assistance to Customer in the resolution of network and/or network related problems via telephone, remote control software over the Internet, or on-site visits as \_\_\_\_\_\_\_\_\_\_\_\_ determines best.
   2. \_\_\_\_\_\_\_\_\_\_\_\_ will provide phone support for Customer during the standard business hours of 8:00a.m to 5:00P.M. Monday through Friday. Customer may contact \_\_\_\_\_\_\_\_\_\_\_\_ to resolve any network related problem that may arise on Customer’s network environment.
   3. Should emergency service be required outside the standard business hours, weekends, or \_\_\_\_\_\_\_\_\_\_\_\_ Observed Holidays the Customer shall call \_\_\_\_\_\_\_\_\_\_\_\_ Service Desk number (\_\_\_) \_\_\_\_-\_\_\_\_\_\_ and select the voice mail option for Emergency Service.
   4. \_\_\_\_\_\_\_\_\_\_\_\_ shall act as a liaison between Customer and designated software and hardware manufacturer(s) for problem resolution. In the event services are required from the manufacturer, it shall be the Customer’s responsibility to pay the manufacturer for such services. In the event a manufacturer provides \_\_\_\_\_\_\_\_\_\_\_\_ with a "fix" and \_\_\_\_\_\_\_\_\_\_\_\_ installs such fix, upon Customer request and \_\_\_\_\_\_\_\_\_\_\_\_ acceptance, Client will be billed by \_\_\_\_\_\_\_\_\_\_\_\_ for such installation service as detailed in Section 5 of this agreement.
5. **Additional Work**
   1. \_\_\_\_\_\_\_\_\_\_\_\_ may recommend improvements (Additional Work) to Customer’s network and/or network related hardware and software based on \_\_\_\_\_\_\_\_\_\_\_\_ experience and industry accepted best practices in the use and deployment of technology systems. The Charge for Additional Work under this agreement shall be the amount set forth as the “Additional Work Fee” on page one of this agreement. Customer agrees that should they have Additional Work to pay the total of all Additional Work charges at the terms set forth on page one of this agreement.
6. **Charges**
   1. The monthly charge for Managed Services under this agreement shall be the amount set forth as the “Monthly Managed Services Fee” on page one of this agreement. The Monthly Managed Services Fee with respect to any renewal term will be \_\_\_\_\_\_\_\_\_\_\_\_’s charge in effect at the time of renewal. Customer agrees to pay the total of all charges for service during the initial term and any renewal term within fifteen (15) days of the date of invoice for such charges.
   2. All services performed remotely by \_\_\_\_\_\_\_\_\_\_\_\_ on Customer’s network outside the original scope of this agreement will be billed at the amount set forth as the “Rate” on page one of this agreement in quarter (1/4) hour increments with a quarter hour (1/4) minimum.
   3. All services performed on-site by \_\_\_\_\_\_\_\_\_\_\_\_ on Clients network outside the original scope of this agreement will be billed at the amount set forth as the “Rate” on page one of this agreement with a one­ (1) hour minimum.
   4. All rates in this Agreement are based upon services provided during normal business hours defined as Monday – Friday, 8A.M. – 5P.M. in the Eastern Time Zone.

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| Service Hours | | Surcharges |
| Normal | Monday through Friday, 8:00 AM to 5:00 PM | None |
| Extended | Monday through Friday, 5:01 PM to 7:59 AM | Agreement Rate x 1.5 (2 hr. minimum) |
| Weekend | Saturdays, Sundays and National Holidays | Agreement Rate x 2 (2 hr. minimum) |

* 1. \_\_\_\_\_\_\_\_\_\_\_\_ will invoice Customer for additional services or products not specifically included in this agreement.

1. **Past Due Balances**
   1. Customer agrees that should they have any past due balances with \_\_\_\_\_\_\_\_\_\_\_\_ that exceed 30 days, for any reason, service under this agreement will be suspended until the full past due balance has been satisfied. Finance charges in the amount of 1.5% per month will be assessed on all past due balances.
2. **Breach or Default**
   1. If the customer does not pay all charges for equipment, maintenance, supplies or parts as provided hereunder, promptly when due, \_\_\_\_\_\_\_\_\_\_\_\_ may refuse to service the equipment covered by this agreement.
   2. Customer agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_’s costs and expenses of collection including the reasonable attorney’s fees permitted by law in addition to all other rights and remedies available to \_\_\_\_\_\_\_\_\_\_\_\_.
3. **Work Space**
   1. Customer agrees that \_\_\_\_\_\_\_\_\_\_\_\_ shall have full and free access and sufficient workspace to provide service on equipment covered by this agreement.
   2. Customer shall designate a Systems Administrator for communications between \_\_\_\_\_\_\_\_\_\_\_\_ and Customer.
4. **Limitation of Liability**
   1. Except as expressly provided in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
   2. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party’s sole negligence or willful misconduct.
   3. \_\_\_\_\_\_\_\_\_\_\_\_ and/or its agents shall not be liable for damages for failure to furnish or interruption of any services, nor shall \_\_\_\_\_\_\_\_\_\_\_\_ or its agents be responsible for lost data, files or software damage regardless of the cause. \_\_\_\_\_\_\_\_\_\_\_\_ shall not be liable for damage to property or for injury to any person arising from the installation or removal of equipment unless caused by the sole neglect of \_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_ shall not be liable for loss of profits or loss of business or loss of contracts or depletion of goodwill or loss of anticipated savings or loss of, damage to or corruption of data and/or any special, indirect, consequential loss or damage of any kind howsoever arising.
   4. Warranties except as provided herein, there are no other agreements, warranties or representations, expressed or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose, relating to the services. Services provided are a best efforts service and \_\_\_\_\_\_\_\_\_\_\_\_ does not warrant that the services, equipment or software shall be error-free or without interruption.
5. **Force Majeure**
   1. \_\_\_\_\_\_\_\_\_\_\_\_ shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by events or occurrences beyond \_\_\_\_\_\_\_\_\_\_\_\_ reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that \_\_\_\_\_\_\_\_\_\_\_\_ immediately notifies Customer of such delay. If \_\_\_\_\_\_\_\_\_\_\_\_ performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Customer may terminate this Agreement by giving \_\_\_\_\_\_\_\_\_\_\_\_ written notice.
6. **Non-Solicitation of Employees**
   1. Customer acknowledges that \_\_\_\_\_\_\_\_\_\_\_\_ is involved in a highly strategic and competitive business. Customer further acknowledges that Customer would gain substantial benefit and that \_\_\_\_\_\_\_\_\_\_\_\_ would be deprived of such benefit, if Customer were to directly hire any personnel employed by \_\_\_\_\_\_\_\_\_\_\_\_. Except as otherwise provided by law, Customer shall not, without the prior written consent of \_\_\_\_\_\_\_\_\_\_\_\_, solicit the employment of \_\_\_\_\_\_\_\_\_\_\_\_ personnel during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement. If a \_\_\_\_\_\_\_\_\_\_\_\_ employee shall come to work for Customer during said period, Customer agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_ the sum equal to that employee’s total compensation for the previous twelve (12) months.
7. **Confidentiality**
   1. Each Party shall hold in trust for the other party and shall not disclose to any non-party to the Agreement, any confidential information of the other party. Confidential Information is information which relates to either party’s research, development, trade secrets, or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design, programming, networking, information technology, or the specific business interests of either party.
8. **Miscellaneous**
   1. This agreement shall be governed by and construed according to the laws of the State of Georgia applicable to agreements wholly negotiated, executed and performed in Georgia. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of \_\_\_\_\_\_\_\_\_\_\_\_ and the customer.
9. **Entire Agreement**
   1. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.
10. **Intellectual Property**

16.1 All programing, copyrightable works, writings, drawings, designs, or other works created or developed by \_\_\_\_\_\_\_\_\_\_\_\_ or its personnel during the performance of

this Agreement shall remain the sole and exclusive property of \_\_\_\_\_\_\_\_\_\_\_\_.

1. **Acceptance**
   1. This agreement shall not be effective until it has been approved and accepted by \_\_\_\_\_\_\_\_\_\_\_\_.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title |