

# Services Agreement

This Agreement is entered into by \_\_\_\_\_, herein referred to as "Client", and Computer Crews, a Colorado Corporation, hereinafter referred to as "Service Provider". The Parties agree as follows:

## 1. Term of Agreement

The Managed Services Agreement ("Agreement") is for term of \_\_\_\_\_. The Agreement automatically renews for a subsequent term equal to the term of the initial term of the Agreement beginning on the day immediately following the end of the Initial Term, unless either party gives the other seven (7) days prior written notice of its intent not to renew this Agreement.

Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will not exceed 8% of the value of the existing monthly fees due under this Agreement.

- a) This Agreement may be terminated by the Client upon seven (7) days written notice if the Service Provider:
  - i. Breaches any material term or condition of this Agreement and fails to remedy such breach within 5 business (5) days of receipt of such written notice; or,
  - ii. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) This Agreement may be terminated by the Service Provider upon seven (7) days written notice to the Client.
- c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider in accordance with the fees and schedules contained in Appendix A.

## 2. Fees and Payment Schedule

Fees will be calculated per month as defined under the provisions of Appendix A, invoiced to Client on a Monthly basis, and will become due and payable as defined under the provisions of Appendix A. The first invoice will include an additional one-time setup fee as defined under the provisions of Appendix A. Services will be suspended if payment is not received within five (5) days from the date that it was due. Services provided by Service Provider that fall outside the scope of this Agreement may be billed on different intervals and under different terms.

Client acknowledges that Service Provider will charge Client a \$20.00 service charge for checks that are returned by Client's bank for insufficient funds. Client agrees to pay said charge in addition to any other charges or fees that Service Provider may be entitled to. If Client tenders a check that is returned for insufficient funds, Client agrees to pay all future payments in certified funds, and acknowledges that personal checks will no longer be an acceptable form of payment.

Interest on an unpaid account balance will accrue at the annual rate of 18%. As long as Client makes payment in full for all invoices before the day it is due, no interest will be charged to Client's account. The missing of one payment in full at any time will render the entire amount due in full immediately and will cause interest to accrue at the annual rate of 18% on the entire remaining balance of the total bill to date and will authorize Service Provider to pursue legal action against Client for the entire balance of Client bill. All future services not paid on or before their due date will also be charged 18% interest.

*It is understood and agreed that all Services requested by Client that are not expressly included within the terms of this Agreement will be considered Additional Projects, and will be billed as separate, individual Services from those contemplated herein.*

## 3. Client Responsibility for Payment – Personal Guarantee

By signature below, Client or the person signing on behalf of Client, personally guarantee's payment of all fees and costs incurred by Service Provider

## 4. Taxes

It is understood and agreed that all Federal, State and Local Taxes applicable, except for payroll taxes, shall be added to each invoice for services and materials provided. Client shall pay any taxes due.

## 5. Coverage

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider remotely between the hours of 8:00 am – 5:00 pm Mountain Standard Time, Monday through Friday, excluding the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Network Monitoring Services will be provided twenty-four (24) hours per day all year round. All services provided by Service Provider regardless if they are included under the provisions of Appendix A or Additional Projects, shall be governed by the provisions of Appendix A.

***Support***

Service Provider will respond to Client's Service Requests in accordance with Appendix A, and will use its best efforts to respond within a reasonable time after hours and on holidays. Service Requests must be made by methods as defined under the provisions of Appendix A. Service Request Methods may change from time to time, when they do client will be notified in writing of the change. Failure to use current Service Request Methods as defined either in Appendix A or by written notice at a later date may cause delayed service response and resolution times. Any subsequent delays in service response and resolution time due to failure to use current Service Request Methods shall not constitute a material breach of this Agreement. Each request will be assigned a Service Request number for tracking.

***Service Outside Normal Working Hours***

Services requested by Client to be performed outside of the hours of 8:00 am – 5:00 pm MST Monday through Friday, excluding holidays, shall be subject to provisions of Appendix A.

***Service Calls Where No Trouble is found***

If Client requests onsite or remote service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix A.

***Limitation of Liability***

Service Provider shall perform all services using the same level of care that is expected in the industry. However, in no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages.

**6. Additional Maintenance Services**

***Hardware/System Support***

Service Provider shall provide support for all Devices and systems specified in Appendix A. Client agrees that all Devices shall be covered under warranty or an active vendor support contract; otherwise, Client shall have all necessary replacement parts readily available on site. Client warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Client remedies the issue. Client agrees to pay any third party vendor support charges required to resolve any issues. Service Provider agrees to obtain Client's authorization to engage third party vendors prior to incurring any additional charges.

***Virus Recovery for Current, Licensed Antivirus protected systems***

Service Provider shall use its best efforts to recover from a virus infection not detected and quarantined by the latest antivirus definitions, provided that those systems are protected with a currently licensed, vendor-supported, server-based, Antivirus solution. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions of Appendix A.

***Monitoring Services***

Service Provider will provide ongoing monitoring services for devices as indicated under the provisions of Appendix A. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through whatever means available. If the rectification of the condition is covered under the terms of this Agreement the Client will not be charged additional fees; if the rectification of the condition is not covered under the terms of this Agreement the Client will be charged additional fees under the provisions of Appendix A.

**7. Suitability of Existing Environment**

***Minimum Standards Required for Services***

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met and Service Provider will notify Client of any deficiencies in this environment within two (2) business days of discovering the deficiencies:

- a. All Servers with Microsoft™ Windows Operating Systems must be running Windows 2000 Server™ or later, and have all of the latest Microsoft™ Service Packs and Critical Updates installed.
- b. All Desktop computers and notebooks/laptops with Microsoft Windows™ Operating Systems must be running Windows XP Professional™ or later, and have all of the latest Microsoft™ service packs and critical updates installed.
- c. All server and desktop software must be genuine, licensed and vendor-supported.
- d. All servers, desktops, notebooks/laptops, and email must be protected by a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution.
- e. All wireless data must be securely encrypted.
- f. All servers, desktops, and notebooks/laptops must always be accessible via a high speed internet connection with sustainable upload and download speeds exceeding 256kilobits per second.
- g. Client must have a public static IP address assigned to a network device, allowing remote access to Service Provider.
- h. Service Provider shall have the right to immediately cancel all services herein upon the determination by Service Provider that Client has engaged in any activity prohibited by state or federal law.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

**8. Excluded Services**

Service rendered under this Agreement does not include:

- a. Parts, equipment or software not covered by vendor/manufacturer warranty or support.



## Service Agreement APPENDIX A

1. *Included Managed Services: Services provided are to be completed pursuant to the detail in the tables below:*

<b>Server Managed Services Provided Description</b>	<b>Frequency</b>
Onsite Server Backups – taken every hour between 8:00AM and 5:00PM Monday – Friday up to 200GB of backed up data	Hourly
Offsite Server backups – Pulled nightly (power, internet or other outages may prevent offsite backups from transferring) One month of backup sets will be retained	Daily
Server Uptime Monitoring	Ongoing
Server Service Monitoring	Ongoing
Server Performance Monitoring	Ongoing
Server Automated Performance Maintenance	Ongoing
Server Hard drive free space monitoring	Ongoing
Server Anti-virus Scans and automated virus removal (Exclusion – Manual Virus removal for viruses that cannot be cleaned or removed by Virus software automatically)	Ongoing
Server Service Pack, Patches and Hot fixes kept current as per Client policy	Monthly

<b>Workstation Managed Services Provided Description</b>	<b>Frequency</b>
Workstation Automated Performance Maintenance	Ongoing
Workstation Anti-virus Scans and virus removal	Ongoing
Workstation Malware Scans and removal	Ongoing
Workstation Service Pack, Patches and Hot fixes kept current as per Client policy	Monthly

<b>Unlimited Help Desk Services Provided Description</b>	<b>Frequency</b>
Unlimited remote helpdesk covering all named devices, systems and software	As needed
Included Onsite Support for problems that cannot be resolved remotely	As needed
Computer Skills training sessions for employees to help resolve recurring problems	As needed
New User and Workstation Setup (if number of devices increase the monthly fee may increase)	As needed
Basic HTML Web Hosting included if hosted by Computer Crews	As needed
Solutions Recommendations	As needed
Best Practices Consulting	As needed
Asset Management Plan	As needed
Data Restore	As needed
Network Performance Monitoring	As needed
Disaster Recovery of Services	As needed
Management of Vendors for all named devices, software and systems.	As needed

## Service Agreement APPENDIX A (cont)

### II. Billable Time Rates for Service NOT included in this agreement

<i>Services not included in Managed Services Agreement:</i>	<b>Rate</b>	<b>Minimum Charge</b>
<b>Remote and Onsite Service 8:00AM-5:00PM Monday-Friday except public holidays</b>	\$100/hr	1 minute
<b>Remote and Onsite Service 5:01PM-9:00PM Monday-Friday except public holidays</b>	\$150/hr	30 minutes
<b>Remote and Onsite Service All other times</b>	\$200/hr	60 minutes

1. Time will be billed on the 60<sup>th</sup> of an hour, and will be rounded up to the next minute. Time that does not exceed the minimum will be billed for the minimum charge.
2. Travel time for Onsite Service will be billed from Service Provider office to Client office at the service call rate unless travel time is included in Service Agreement.
3. Service Rates are for services outside the scope of the Service Agreement.

### III. Acceptable Service Request Methods

<b>Contact Method</b>	
<b>Send Email</b>	<a href="mailto:ServiceTicket@ComputerCrews.com">ServiceTicket@ComputerCrews.com</a>
<b>Place Phone Call</b>	(303) 402-1668

Service Provider reserves the right to change service request methods. If the request method changes, Service Provider shall notify Client in writing of the new service request method required to be used by the Client.

### IV. Response and Resolution Times

The following table shows the response and resolution times for each priority level for service included under the terms of Section I.; Billable time and other Projects outside the scope of this Agreement do not have guaranteed response or resolution times:

<b>Trouble</b>	<b>Priority</b>	<b>Requires Response Time</b>	<b>Required Resolution Time</b>
<b>Service not available (all users and functions unavailable).</b>	1	Within 1 hour	ASAP – Best Effort
<b>Significant degradation of service (large number of users or business critical functions affected)</b>	2	Within 4 hours	ASAP – Best Effort
<b>Limited degradation of service (limited number of users or functions affected, business process can continue).</b>	3	Within 24 hours	ASAP – Best Effort
<b>Small service degradation (business process can continue, one user affected).</b>	4	Within 48 hours	ASAP – Best Effort

## Service Agreement APPENDIX A (cont)

### V. Devices and Systems Covered

Included Managed Services as defined in Section I. will be provided for the Devices and Systems Covered that are listed in the table below as part of the Recurring Managed Service Fees as defined in Section VI. Services provided outside the scope of the Included Managed Services as defined in Section I. will be billed at the Billable Time Rates for Service NOT included in this agreement as defined Section II.

Covered Devices and Systems	Price Per Month	Quantity	Line Total
Managed Servers	N/A	1	N/A
Managed Workstations	\$95	5	N/A
Managed Network	N/A	1	N/A
Managed Exchange server software	N/A	1	N/A
Managed Exchange mail boxes up to Qty Listed	N/A	10	N/A
Managed Printers	\$25	2	N/A
Managed Back and Disaster Recovery Device	N/A	1	N/A
<b>Total at time of Contract Signing</b>			<b>\$1400</b>

The number of devices is the number at the time of Agreement signing. The number of devices will be adjusted once a month to reflect any changes in the number of devices covered. As the number of devices increases or decreases service fees will increase or decrease by price per month, per device, by device type at the amount listed in the table above. These increases and decreases will occur automatically and do not require amendment to this agreement.

### VI. One-Time and Recurring Managed Service Fees

Fees	Amount
<b>One-Time Setup Fee</b>	\$0
<b>Managed Service fees – Fees are calculated using rates in the table above per device, per month. The quantity listed is the number of devices covered at the time of contact signing, as devices are added the service fee will increase the managed service fee.</b>	\$1400
<b>Deposit – Deposit amount of one month service plus setup fee due upon execution of this contract. If contract Start date is other than the first day of the month, the first month will be prorated.</b>	\$0

### VII. Payment Terms

Managed Service Payment Terms	Discount Percentage	Recurring Amount
<b>Net 15 Terms</b>	<b>0%</b>	<b>\$1400.00</b>
<b>Recurring Credit Card</b>	<b>10%</b>	<b>\$1260.00</b>
<b>Pay 3 Months in Advance</b>	<b>20%</b>	<b>\$1120.00</b>

- Discount maintained as long as a client continues to meet these payment terms, including paying on time, if client does not meet payment terms client will be charged full price plus any applicable fees.
- 1.5% interest per month charged on overdue accounts and all discount is forfeited
- Discount percentages are for only for Managed Service Fees only and not for Projects or Billable Time
- “Pay 3 Months in Advance” will be billed in the month prior to due date and payment must be received before the start of the next three month cycle.

### VIII. Invoice Transmission

Invoices will be transmitted to an email address of the Client choosing unless requested in writing to have invoice transmitted another way.

### IX. Termination of Contract Terms

Client will pay \$200 dollars per hour for service to move client to new provider plus any actual costs incurred by Service Provider

## Services Agreement APPENDIX C

I, \_\_\_\_\_, hereby authorize Computer Crews to charge my:

Check One:

Visa/ Master Card

Discover Card

American Express

**Non Recurring Charges:**

I authorize Computer Crews to charge the account listed below for all recurring and non-recurring charges for computer service rendered until I notify them in writing of a new card to replace this authorization, or through the end of my contract, or until written termination of services.

### Credit Card Information

Cardholder Name:	_____
Credit Card #:	_____
Exp. Date:	_____
Security Code:	_____
Billing Address:	_____
City:	_____
State, Zip:	_____
Phone #:	_____

## Service Agreement APPENDIX D

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Service Provider agrees to waive the charges for \_\_\_\_\_. Fees are waived for Included managed services, but NOT projects, helpdesk support or any other time that would be considered billable under this agreement. Billing will be \_\_\_\_\_ unless Client notifies Service Provider in writing of the Client's intention not to continue with the services of this agreement, notice must be received prior to \_\_\_\_\_.