



Managed Services Agreement

This Agreement is made as of _____, by and between Texoma Network Solutions ("Consultant") and _____ ("Client"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement, unless expressly defined otherwise herein.

1) **Services:** Consultant agrees to perform for Client the following services.

SERVICE NAME	COST EACH	CHECK ONE	SERVICE NAME	COST EACH	CHECK ONE
Managed WS (Base)	_____	_____	Managed SVR (Base)	_____	_____
Managed WS (Bronze)	_____	_____	Managed SVR (Bronze)	_____	_____
Managed WS (+ TNS DR)	_____	_____	Managed SVR (+ TNS DR)	_____	_____
Managed WS (+ Cloud)	_____	_____	Managed SVR (+ Cloud)	_____	_____
Managed WS (Silver)	_____	_____	Managed SVR (Silver)	_____	_____
Managed WS (Gold)	_____	_____	Managed SVR (Gold)	_____	_____

SERVICE NAME	COST	CHECK ONE
Managed NETW (1-10 Devices)	_____	_____
Managed NETW (11-25 Devices)	_____	_____
Managed NETW (26-50 Devices)	_____	_____
Managed NETW (50-100 Devices)	_____	_____

(WS = Workstation SVR = Server NETW = Network)

- Client agrees to pay an estimated monthly fee of \$_____ (from chart above). Client understands that this is an estimate and may vary each billing cycle as stated in Section 6a.
- In addition to the estimated monthly fees set forth above, Client agrees to pay an initial setup fee for monitoring services ("Setup Services") in the amount of \$_____.
- Client shall pay the Setup Services fee (if any) upon execution of this agreement plus the first full payment for Managed Services. Managed Services charges are always paid in advance and due on the recurring calendar day each calendar month or quarter (3 months) thereafter.



2) Services Included in Managed Services (Dependent on Selected Plans)

- **Managed Workstation (All Workstation Plans):** Drive Space Monitoring, Event Log Check, File Size Check, Critical Events Check, Drive Space Change Check, Failed Login Check, Physical Disk Check, WSUS Check, Virus Definition Monitoring and Operating System Service Monitoring.
- **Managed Servers (All Server Plans):** Service Availability Monitoring, Event Log Monitoring, Drive Space Monitoring, File Size Check, Critical Events Check, Drive Space Change Check, Failed Login Check, Physical Disk Check, WSUS Check, Virus Definition Monitoring, Operating System Service Monitoring.
- **Managed Security (Bronze & Higher Plans):** Anti-Virus Management, Spyware Monitoring, Anti-Virus Updates. (Remediation is ONLY covered in the Silver & Gold plans.)
- **Managed Web Protection (Bronze & Higher Plans):** Blacklist Known Infected Sites, Proactively Scan for Malicious Sites, Blacklist Optional Sites (as requested), Monitor Bandwidth Usage, Bandwidth Usage Reports, Bandwidth Limit Exceeded Alerts.
- **Patch Management (All Plans):** Windows Updates, Third Party Software Updates, Third Party Software Security Patches.
- **Managed Disaster Recovery (Silver & Gold Plans):** Initial Installation & Configuration of Disaster Recovery Software, Changes to Selected Data for Backup, Restoration of Data Previously Backup Up, Software Monitoring and Backup Monitoring.
- **Unlimited Remote/Phone Support (Silver & Gold Plans):** Any support either through remote access or over the phone shall be free of charge during business hours. This is limited to only the devices covered. Peripherals (i.e. printers, scanners, etc.) are not covered. (Example: A workstation with unlimited remote support cannot be used to configure a router or printer. This is billed separately unless Managed Network is part of the agreement.)
- **Free On-Site Support (Gold Plans):** Any support required on-site will be free of charge up to the maximum allowed by the subscription during business hours. The total free on-site hours given each month is the accumulated total of 1 hour per workstation and 2 hours per server. Hours are reset monthly and can NOT be carried over to another month. However, free hours are transferrable ONLY to other covered devices that have a free on-site support subscription. Mileage fees are separate and billable outside of the agreement. (Example 1: 4 workstations and 1 server would include 6 hours of free on-site support every month.) (Example 2: A new switch cannot be installed free of charge on a workstation subscription. A Managed Network subscription must be active to perform this installation for free.)
- **Managed Network:** 24x7 Network Monitoring & Asset Reporting. Configurations and support for firewalls, routers, switches and networked peripherals (i.e. printers) are included. (Hardware/Software is not included and must be paid for separately. This is to be used in conjunction with Silver & Gold plans for remote and on-site support respectively.)



3) Business Hours

- In the event of an occurrence that falls outside the scope of these service offerings, or a physical visit by a support representative of Texoma Network Solutions is required (excluding Gold Plans), a regular on-site hourly fee will be charged per man hour during regular business hours (defined as 8:00am – 5:00pm Mo-Fri). An extended hourly fee at a rate of 1.5 times the regular hourly rate will be charged per man hour for after-hours (after 5:00pm Mo-Fri), weekend (5:00pm Fri – 8:00am Mon) or holiday support. All on-site visits carry a 1-hour minimum charge and are billed by the minute thereafter. (Gold plans are not exempt from after-hours charges but do carry normal business hours rate.)
- All Remote Support services (excluding Silver & Gold Plans) will be charged a regular remote/shop hourly fee per man hour during regular business hours (defined as 8:00am – 5:00pm Mo-Fri). An extended hourly fee at a rate of 1.5 times the regular hourly rate will be charged per man hour for after-hours (after 5:00pm Mo-Fri), weekend (5:00pm Fri – 8:00am Mon) or holiday support. All remote/shop support sessions carry a .25-hour minimum charge and are billed by the minute thereafter. (Silver & Gold plans are not exempt from after-hours charges but do carry normal business hours rate.)

4) Software Updates & Exceptions:

- Maintaining the systems described above shall include applying all appropriate software and operating system updates in a reasonable amount of time. Consultant shall determine when software updates are appropriate and what constitutes a reasonable amount of time.
- Client acknowledges that if Client requests updates that Consultant considers inappropriate or wishes to have updates applied before Consultant deems them safe, Consultant is not responsible for the consequences of such actions and Client may be charged a Regular Consulting Hours or Extended Consulting Hours charge for all labor related to the consequences of such actions.
- Furthermore, if Client performs or allows anyone other than Consultant to perform any maintenance on any of these machines, Consultant is not responsible for the consequences of such actions and Client may be charged a Regular Consulting Hours or Extended Consulting Hours charge for all labor related to the consequences of such actions. (Fees are NOT excluded from ANY service plans)
- All diagnostic and maintenance software, and tools for the computer services will be provided by the Consultant. Any materials preferred by the Client beyond the basic materials provided, as agreed upon, will be at the expense of the client. Any materials needed for operating system re-installation, should it be merited will be provided by the Client or paid for by the Client to be obtained by the Consultant if the Client agrees to the operating system re-installation procedure. Notification will be made to the Client if additional materials are needed to complete the services and these costs will be at the Client's expense. If services are not completed due to the wishes of the client not to provide the materials deemed needed by the Consultant for the completion of the work, the time spent until that point will be paid in full. This is regardless of whether the problems are resolved.



5) Monitoring Software:

- In order to provide the services specified in this Agreement, Consultant must install remote monitoring and management software on Client's servers, desktop computers, laptops, or possibly other equipment at Client's office. Client grants permission to Consultant to install remote monitoring and management software or any other remote monitoring and managing software deemed necessary by Consultant.

6) Term of Agreement & Payment; Termination:

a) Term of Agreement & Payment:

- This Agreement shall commence on the date set forth above and Client agrees to pay all fees and service charges pertaining to services rendered for a period of:

___ 12 Months ___ 24 Months (5% Discount) ___ 36 Months (10% Discount)
- Client requests to be billed and agrees to pay on a billing schedule of:

___ Monthly ___ Quarterly (5% Discount)

___ billed automatically via a recurring credit card payment (5% Discount)
(OPTIONAL) (SEPARATE FORM)
- Fees will be calculated per month and invoiced to Client on a monthly or quarterly basis. The first invoice will include an additional one-time setup fee (if any). Services will be suspended if payment is not received within five (5) days from the date that it was due. Services provided by Consultant that fall outside the scope of this Agreement may be billed on different intervals and under different terms.
- Client acknowledges that each new month may incur a different charged amount if devices have been added or removed since the prior month. If new devices are added, the initial charges will be billed pro-rating the remainder of the billing cycle and billed on the next recurring invoice. Devices removed will not be refunded for any reason for the prior billing cycle.
- If the payment for Managed Services invoice reaches an excess of 30 days past due, Consultant will remove all services from any devices being monitored. A reinstatement fee of **\$10** per device plus regular hourly rate using remote access and **\$15** per device plus regular hourly rate for on-site installation will be required to reinstall the software to reinstate and continue the monitoring services. (Silver & Gold plans do NOT exclude these fees)
- An extension may be requested in writing via an email to sales@texomans.com in times of financial difficulty. Upon approval, there will be a **\$5** per workstation, **\$10** per server and **\$15** per network penalty fee applied to the next recurring invoice.



- Client acknowledges that there is a **\$50.00** fee for any returned checks.

b) Termination:

- Consultant offers a 30-day money back guarantee. The Client may cancel and void this contract via letter or email (must be sent to sales@texomans.com) for any reason during the first 30 days without question or penalty. A full refund will be issued within 30 days from the date of receipt of the cancellation request. The refund will be issued via original payment method or via check, solely at the discretion of the Consultant.
- In the event the Client cancels during the 30-day trial period, any and all billable time and materials that were included in the level of service will become fully billable. These fees will be deducted from the refund payment and in the case that these fees exceed the refund amount, an invoice will be issued for the remaining amount.
- Either party may cancel this contract at any time during the term of this contract with 30 days prior written notice.
- Client will pay current standard rates for service to move Client to new provider (unless actively still under the Silver or Gold plan) plus any actual costs incurred by Consultant.
- Client will pay an early termination fee of 10% of the remaining contact term at the rate of the most recent invoice for Managed Services OR \$300, whichever is less.
- Upon termination of this Agreement, Consultant will uninstall all remote monitoring and management software from all Client equipment. Client acknowledges that this may leave its computers and other equipment without adequate systems for updates to operating systems and software, virus scanning programs, and disaster recovery software. Consultant shall not be held responsible for any damages or consequences resulting from the removal of remote monitoring and management software.
- Upon termination of this agreement, the Consultant will relinquish, decrypt and provide all backed up data being held by the Consultant to the Client. Client will have 10 days to provide enough media to store all backed up data onto (either cloud, external hard drive or server device). The data will be re-encrypted and saved to this provided media. The decryption password will be given ONLY to an authorized representative of the company.



- Upon termination of this agreement, the Consultant will provide all notes and documentation to the client. This includes all usernames, passwords, configurations, backup locations, and any other documentation that the Consultant gathered for documentation purposes. The consultant reserves the right to change any provided passwords prior to relinquishing these documents as this could pose a security risk to the Consultant. This documentation can also be accessed and printed at any time by using the customer portal provided to the Client the by Consultant at the time of customer creation.

7. Nature of This Agreement:

- This Agreement is intended to cover the maintenance of computer operating systems and software only. It is not intended to cover any hardware, materials, equipment, consumables, hardware failures, or replacements, or any labor related to projects other than the proper maintenance of the covered services/hardware mentioned above. Consultant offers other services, including hardware-related labor. Any labor provided outside the scope of this Agreement will be at the rates stated in the Agreement and if not stated, at the current labor rates. Only the services that are paid for under section 1 above will be covered by the remaining sections in this agreement.

MY SIGNATURE BELOW CONFIRMS THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Name (Please Print)

Title

Signature

Date