

**Fully Managed Services Agreement  
Prepared For**



**AFFORDABLE**  
**COMPUTER**  
**SOLUTIONS**  
FAST RESPONSE • INTEGRITY DRIVEN



## Section 1: Service Agreement Terms

This Agreement between XXXXXXXXXXXX, herein referred to as (Client), and Affordable Computer Solutions, herein referred to as (ACS) is effective upon the date signed, shall remain in force for three years, and be reviewed on the annual anniversary date to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and Affordable Computer Solutions in advance.

- a. This Agreement may be terminated by the client for specific performance, if client believes that ACS services are not meeting client expectations or there are specific areas where ACS is not delivering as agreed upon in the Agreement, ACS requests that client provide a detailed, written description of the issue(s) being experienced. Upon receiving this written notification, ACS agrees to diligently address and rectify the problems identified within a mutually agreed-upon timeframe, not exceeding 30 days from the date of the written complaint.

Should the issues not be resolved within the specified timeframe or if the client remains unsatisfied with ACS's efforts to remedy the situation, the client reserves the right to terminate ACS services without incurring any penalty; normal Offboarding fees would apply at \$149.99 per hour.

- b. Furthermore, if ACS:

- I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

The client reserves the right to terminate ACS services without incurring any penalty; normal Offboarding fees would apply at \$149.99 per hour.

- c. This Agreement may be terminated for convenience upon thirty (30) days written notice with a cancellation fee. The cancellation fee is determined by: If the client cancels within 0-12 months, the offboarding and cancellation fee is equal to the dollar value of 4 months of the monthly services fee; if the client cancels within 13-24 months, the offboarding and cancellation fee is equal to the dollar value of 3 months of the monthly services fee; if the client cancels within 25-36 months, the offboarding and cancellation fee is equal to the dollar value of 1 month of the monthly services fee.
- d. If either party terminates this Agreement, ACS will assist client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay ACS the actual costs of rendering such assistance. Actual costs could include but are not limited to training, data transfer, license transfers, or equipment de-installation.
- e. Client agrees to allow ACS to assign, delegate, and subcontract services to third-party competent contractors approved by Affordable Computer Solutions.
- f. Client agrees that ACS reserves the right to terminate this agreement at any time, with thirty (30) days' written notification.
- g. This Agreement, at the completion of the initial term, will automatically renew for a subsequent three (3) year term beginning on the day immediately following the end of the initial term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement.
- h. Before this agreement's start date, If the client agrees to begin the onboarding process and obtain the services provided. There will be a prorated rate of \$XXXXX per day, added to the 1<sup>st</sup> month for such services.

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## Section 2: Payment Schedule

Fees will be \$xxxxxx per month plus applicable taxes, invoiced monthly, and will become due and payable on the first day of service each month via ACH debit or autopay credit card on file. Service, including but not limited to Network Accessibility, will be suspended if payment is not received within ten days following the date due. Refer to Appendix B for Affordable Computer Solutions Managed Services covered by the monthly fee under the terms of this Agreement.

**It is understood that any and all Services requested by client that fall outside of the terms of this Agreement will be considered Projects and will be quoted and billed as separate, individual services. An initial setup fee may apply to begin a proposed project. Upon completion of the project, billing will begin effective immediately.**

It is understood that any applicable federal, state, or local taxes shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to ACS for the state of use.

## Section 3: Applicable Coverage

Remote Helpdesk, Onsite Support, and Vendor Management of client's IT networks will be provided to the client by ACS through all means between the hours of 8:00 am – 6:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as services that fall outside this scope, will fall under the provisions of Appendix B.

### Support and Escalation

ACS will respond to the client's Trouble Tickets under the provisions of Appendix A and with the best effort after hours or on holidays. Trouble Tickets must be opened via ACS's customized portal or by phone if the internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking. ACS's escalation process is detailed in Appendix A, which is provided as an attachment herein.

### Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 6:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

### Actual Liability Limitations

In no event shall ACS be held liable for indirect, special, incidental, or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. ACS or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic, or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data, or other pecuniary loss) arising out of this Agreement.

### Service Operations Disclaimer

Client grants ACS authorization to view any data within the regular routine of the repair or system improvement. The client also authorizes ACS to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

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## Section 4: Additional Services

### Support for Hardware and Software

ACS shall provide support and replacement of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> Party Vendor Support Charges be required to resolve any issues, these will be passed on to the client after first receiving the client's authorization to incur them.

### Monitoring Services Provided Under This Agreement

ACS will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. ACS will provide monthly reports as well as document critical alerts, scans, and event resolutions to the client. Should a problem be discovered during monitoring, ACS shall make every attempt to rectify the condition in a timely manner through remote means.

## Section 5: Existing Environment Suitability Requirements

### Minimum Equipment Standards for Suitability

For the client's existing environment to qualify for Affordable Computer Solutions' Managed Services, the following requirements must be met:

- a. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later and have all the latest Microsoft Service Packs and Critical Updates installed.
- b. All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or later and have all the latest Microsoft Service Packs and Critical Updates installed.
- c. All Server and Desktop Software must be Genuine, Licensed, and Vendor-Supported.
- d. The environment must have a currently licensed, up-to-date, and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- e. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
- f. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- g. All Wireless data traffic in the environment must be securely encrypted.
- h. All Equipment must be newer than Four (4) years old and no older than Five (5) years.

### Dealing with Chronically Failing Equipment

Experience has shown that equipment belonging to the client that has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, the client agrees to work constructively and positively to replace the equipment at an additional cost through Affordable Computer Solutions.

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## Hardware Equipment Agreement

Client agrees that all equipment provided by Affordable Computer Solutions will remain the sole property of ACS, which retains a 100% security interest. The client will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc., to this equipment without written permission of ACS. Should this contract be terminated by either party, client agrees to return the property listed in Proposal, or after acquired, to ACS within 10 days after the final cancellation date. Client further acknowledges and gives permission to ACS to take possession of equipment listed in the Proposal from the location listed in the event of contract termination after ten day grace period and agrees to compensate ACS for expenses accrued during the recovery in addition to all amount owing under the balance of the agreement.

Client agrees and understands that Affordable Computer Solutions Equipment is to be maintained completely by ACS. Any tampering, repair attempt, or service completed by another party on the equipment listed in Proposal could result in the immediate cancellation of this agreement.

Client agrees to make all logical and earnest attempts to keep equipment safe, secure, and protected while in their possession. Client agrees to keep current insurance on ACS supplied equipment while in their possession and list ACS as an additional loss payee. Client will provide proof thereof to ACS that it (ACS) is listed as an additional loss payee, providing a current copy of its insurance declaration sheet showing ACS as a loss payee specifically for mobile equipment coverage. Client further agrees to be responsible for any and all costs for the repair or replacement of ACS supplied equipment while in their possession should it be damaged or repaired by an unauthorized third party.

Should ACS's client default payment or terminate the Agreement, permission is granted to enter their premises at any time, with or without permission, and remove all of ACS's hardware, and all efforts to recover such property will be deemed consensual and not a trespass. Client agrees to fully cooperate and will not interfere in any way, including but not limited to involving law enforcement. Client acknowledges that the hardware provided under this agreement belongs to ACS, which retains a 100% Security Interest, and ACS may repossess without notice, upon breach of this agreement by client.

## Section 6: Services Not Included Under Agreement

Service rendered under this Agreement does not include the following:

- a. Parts, equipment, or software for client's telecommunications systems that are not specifically listed in the Sales Quote #: XXXXX.
- b. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- c. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- d. The cost to bring the client's environment up to the minimum standards required for Services.
- e. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Affordable Computer Solutions, including alterations, software installations or modifications of equipment made by client's employees or anyone other than ACS.
- g. Maintenance of Applications software packages, whether acquired from Affordable Computer Solutions or any other source unless specified in Sales Quote #: XXXXX
- h. Programming (modification of software code) and program (software) maintenance.
- i. Training Services of any kind
- j. Access Control
- k. Security Cameras, Alarm and low voltage wiring
- l. This proposal does not include the replacement of parts required for repairs on printers, screens, or peripherals (PDAs, point-of-sale scanners, Digital Cameras, Cell Phones, or any other specialized accessory) unless this equipment was originally provided under this agreement. **All labor required for installation of the above devices is covered under this agreement.**

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- m. Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc., are not included or covered under this service agreement and will be invoiced separately.

### **Section 7: Confidentiality of Service**

ACS and its agents may use client information, as necessary to or consistent with providing the contracted services and will use best efforts to protect against unauthorized use.

To fulfill ACS's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by ACS and not released to the client or other third parties.

Upon the mutual agreement of ACS and the client, including payment of all sums due to ACS, passwords and other administrative codes will be released to the client or others at the client's written direction.

### **Section 8: Jurisdiction and Venue of Enforcement**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Jurisdiction and venue shall exclusively lie in the County of Pinellas, City of Largo. It constitutes the entire Agreement between client and Affordable Computer Solutions for monitoring/maintenance/service of all equipment listed in "Appendix B". This agreement can be modified by a signed written Addendum by both parties.

If any collection action, litigated or otherwise, is necessary to enforce the terms of this agreement, ACS shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ACS is not responsible for failure to render services due to circumstances beyond its control, including, but not limited to, acts of God.

### **Section 9: Annual Price Increase**

The parties agree that the costs outlined in this contract are subject to an annual adjustment. On each renewal date anniversary, the costs will increase by a fixed rate of 5% of the total contract value. This adjustment will automatically take effect and does not require the execution of an addendum to the Agreement.

### **Section 10: Number of Devices/Users and Addition of New Devices/Users**

This information will be populated after the final count of devices and users to be covered.

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### Section 11: Acceptance of Terms and Conditions

This Service Agreement covers those services and equipment listed in Appendices A & B, Quote # XXXXX, or as modified with an addendum which may result in an adjustment to the client’s monthly charges. Should client wish to acquire additional equipment or services and wants ACS to provide service, prior approval from ACS must be obtained.

The undersigned, for value received and hereafter evaluated, hereby unconditionally guarantee(s) to Affordable Computer Solutions, a Florida corporation, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Managed Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature	Print Client Signer Name	Date
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Authorized Signature	Print ACS Signer Name	Date
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## Managed Services Agreement: Appendix A

### Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)*	Resolution time (in hours)*	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	As needed	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	As needed	Within 1.5 hours	ASAP – Best Effort	4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	Ongoing	Within 6 hours	ASAP – Best Effort	24 hours
Small service degradation (business process can continue, one user affected)	Ongoing	Within 24 hours	ASAP – Best Effort	96 hours

### Support Tiers:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

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## *Managed Services Agreement: Appendix A (cont.)*

### Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

#### **If the issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If the issue cannot be resolved through Tier 1 Support:**

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

#### **If the issue can be resolved through Tier 2 Support:**

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If the issue cannot be resolved through Tier 2 Support:**

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

#### **If the issue can be resolved through Tier 3 Support:**

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If the issue cannot be resolved through Tier 3 Support:**

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

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**If the issue can be resolved through Onsite Support:**

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

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**Managed Services Agreement: Appendix B**

Description – Workstation & Help Desk Support	Frequency	Included
12x5 Live remote technical support 8:00 am-9:00 pm	As needed	Yes
onsite support 8:00 am – 6:00 pm M-F	As needed	Yes
Anti-virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management	Ongoing	Yes
Temporary file deletions	Ongoing	Yes
labor on workstations	As needed	Yes
Workstation Parts included. *Must have a connected Battery Backup*	As needed	Yes

Description – Servers	Frequency	Included
Manage servers	Ongoing	Yes
Check print queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Keep service packs, patches, and hotfixes current as per company policy	Ongoing	Yes
Check event log of every server and identify any potential issues	Ongoing	Yes
Monitor hard drive free space on server	Ongoing	Yes
Hosted Exchange Server user/mailbox management	Ongoing	Yes
Monitor Active Directory replication	Ongoing	Yes
Monitor WINS replication	Ongoing	Yes
SQL server management	Ongoing	Yes
Reboot servers if needed	As needed	Yes

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Run Defrag and Check-Disk on all drives	Ongoing	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Determine logical directory structure, Implement, MAP, and detail	As needed	Yes
Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)	As needed	Yes
Check status of backups	Ongoing	Yes
Alert client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive showing sign of failure	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Controllers losing interrupts	Ongoing	Yes
- Network Cards report unusual collision activity	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc.)	As needed	Yes
Clean and prune directory structure, keep efficient and active	As needed	Yes
Labor on Server	As Needed	Yes
Parts on Server	As needed	No

<b>Description – Disaster Recovery</b>	<b>Frequency</b>	<b>Included</b>
Disaster recovery of server(s) , Workstation(s)	As needed	Yes
Daily incremental backup	Ongoing	Yes
Offsite backup	Ongoing	Yes
Same day server virtualization	As needed	Yes

<b>Description – Devices</b>	<b>Frequency</b>	<b>Included</b>

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Manage network printers	As needed	Yes
Manage other networked devices	Ongoing	Yes
Manage PDAs/smartphones	As needed	Yes

Description – Networks	Frequency	Included
Check router logs	As needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	Yes

Description – Security	Frequency	Included
Check firewall logs	As needed	Yes
Confirm that antivirus definition auto updates have occurred	Ongoing	Yes
Confirm that antispyware updates have occurred	Ongoing	Yes
Confirm that backup has been performed on a daily basis	Ongoing	Yes
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	Yes
Permissions and file system management	Ongoing	Yes
Set up new users, including login restrictions, passwords, security, applications	As needed	Yes
Set up and change security for users and applications	As needed	Yes
Monitor website use	As needed	No
Website content filtering	Ongoing	Yes
Email SPAM protection	Ongoing	Yes
Monitor for unusual activity among users.	Ongoing	Yes

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Description – Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	Yes

Description – Vendor Management	Frequency	Included
Manage the following vendor relationships:	As needed	Yes
Phone, Telco, and Internet	As needed	Yes
Copiers	As needed	Yes
Faxes and scanners	As needed	Yes
Website designer and hosting company	As needed	Yes
Proprietary software applications	As needed	Yes

Description – N/A	Frequency	Included
Website-Edits	Ongoing	Yes
Graphic Design – Video Editing –	Ongoing	Yes
VPN Wire Guard Support	Ongoing	Yes

Description – Professional Services	Frequency	Included
Technology solution design and development	As needed	Yes
Proof of concept lab testing	As needed	Yes
Onsite implementation and project management	As needed	Yes
Rental equipment and training room facility (based on availability)	As needed	Yes
Technology meetings with your trusted advisor	As needed	Yes

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Description – Complete Hardware Solutions		Rate
Remote PC management/Help Desk	8:00 am – 6:00 pm M-F	Included
Remote printer management	8:00 am – 6:00 pm M-F	Included
Remote network management	8:00 am – 6:00 pm M-F	Included
Remote server management	8:00 am – 6:00 pm M-F	Included
24x7x365 network monitoring		Included
Lab labor	8:00 am – 6:00 pm M-F	Included
Onsite labor	8:00 am – 6:00 pm M-F	Included
Remote PC management	6:01 pm-9pm M-F	Included
Remote printer management	6:01 pm-9pm M-F	Included
Remote network management	6:01 pm-9pm M-F	Included
Remote server management	6:01 pm-9pm M-F	Included
Lab labor	6:01 pm-9pm M-F	Included
Onsite labor 1-hr minimum	6:01pm-9pm M-F	\$149.99 Per hour project rate.
Remote labor	All other times	\$124.99 Per hour project rate.
Lab labor	All other times	Included
Onsite labor 1-hr minimum	All other times	\$149.99 Per hour project rate.
Rate on any Project / non-covered device	8:00 am – 6:00 pm M-F	\$124.99 Per hour project rate
Rate on any Project / non-covered device	6:01 pm-9pm M-F	\$124.99 Per hour project rate
Rate on any Project / non-covered device	All other times	\$124.99 Per hour project rate
Remotes & Onsite	Friday 9pm to Monday 8am	\$179.99 Per hour project rate
Remotes & Onsite	Holidays	\$199.99 Per hour

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<b>Covered Equipment</b>		
Fully Managed Workstations:		
Managed servers:		
Managed cell/PDA:		
Managed networks:		
Managed Back Up:		
Managed phone system:		
Exchange Online (Plan 1)		
Office 365 Apps for Business		
Office 365 Business Standard		
Microsoft 365 Apps for enterprise		
<b>Optional And Not Included In Managed Costs</b>	<b>Frequency</b>	<b>Included</b>
Low Voltage wiring	As needed	No
Security camera installation	As needed	No
Alarm installation	As needed	No
<b>Project Work Is Optional And Not Included In Managed Costs</b>	<b>Frequency</b>	<b>Included</b>
Project work as defined and proposed	As needed	No

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