



**MONTHLY COMPUTER SERVICES SUPPORT AGREEMENT**

Company Name _____	Billing Contact: _____
Street _____	Voice: _____ FAX: _____
City/ST/Zip _____	Billing Email: _____
Technical Contact: _____	Technical Email: _____
Monthly Billing Date: _____	P.O. Number _____

- 1. Services.** MVP COMPUTERS agrees to perform for the Client, the services listed here:
- On-Site Labor for general PC maintenance, troubleshooting, repairs, upgrades and services on IBM compatible PC's covered under MVP COMPUTER'S normal hourly rate of \$90.
  - On-Site Labor for general Server network maintenance, troubleshooting, repairs, upgrades and service covered under MVP COMPUTER'S normal hourly rate of \$125.
  - Remote Support to include phone support, software remote support and E-mail support covered under MVP COMPUTER'S normal hourly rate of \$80.
  - Not Covered: Some limitations apply to custom software and advanced software support. Additionally, some limitations apply for advanced server services.
  - Services covered during normal business hours. Overtime hours available at increased rates of 50% more.

**2. Rate of payment for services.** Choose one of the monthly support levels below:

✓ Chosen level	On-Site Hours	Remote Support Hours	Agreement Rate	Regular Rate	Monthly Savings
	2	2	<b>\$289</b>	\$340 to \$460	\$51 to \$171 + Trip Charges
	3	3	<b>\$399</b>	\$570 to \$710	\$121 to \$261 + Trip Charges
	5	3	<b>\$599</b>	\$750 to \$960	\$151 to \$361 + Trip Charges
	7	3	<b>\$749</b>	\$930 to \$1210	\$181 to \$461 + Trip Charges
	9	3	<b>\$899</b>	\$1110 to \$1460	\$211 to \$561 + Trip Charges
	11	4	<b>\$1099</b>	\$1430 to \$1850	\$331 to \$751 + Trip Charges
	13	5	<b>\$1249</b>	\$1700 to \$2225	\$451 to \$976 + Trip Charges

Any unused on-site hours automatically roll over into the next month. A maximum of (3) month's accumulation is permitted. Unused remote support does not carry over month to month. During each month if Client needs additional on-site support, the hourly rate will be the same as the agreement rate's hourly breakdown. Trip

- 3. Payment arrangement.** Client agrees to pay the monthly fee on the \_\_\_\_\_ day of each month in advance.
- 4. Term of agreement.** This agreement is for a minimum of 6 months. After that period, the Client may continue at the same rate on a month to month basis.
- 5. Additional terms & conditions.**
  - No legal action may be brought against Seller by Client in connection with the support or services sold hereunder, unless such legal action is commenced within one (1) year after Client's receipt of the services provided for in this agreement. Any controversy or claim between Client and MVP COMPUTERS shall be settled by arbitration before a single arbitrator under the then-current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in business information systems. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a any court having jurisdiction thereof.
  - Client acknowledges that MVP COMPUTERS has expended time, effort and great expense in training the technicians /representatives /employees who will propose/deliver the goods and services associated with this agreement. In the absence of MVP COMPUTERS' consent and for a period of twelve (12) months after proposal or termination of this Contract, Client agrees that it will not solicit, recruit or hire, or attempt to solicit, recruit or hire, directly or by affirmatively assisting others, any technician/representative/employee of MVP COMPUTERS who has proposed and/or delivered goods or rendered services associated with this Contract. Client agrees to pay MVP COMPUTERS, as liquidated damages, a sum equal to twelve (12) months pay for each hired MVP COMPUTERS employee at the hourly rate billed by MVP COMPUTERS during the last full month of employment.
  - MVP COMPUTERS is not liable for any indirect, incidental, consequential, or special damages of any kind. MVP COMPUTERS will not be liable for direct damages caused by late delivery of service, product defect, loss of profit, revenue or data, whether in an action of contract or otherwise, even if advised of the possibility of such damages. The remedies provided for or referenced in this agreement are exclusive.

Party represents that it has the full authority to enter into and perform this agreement and that the person signing this agreement is duly authorized to do so.

BY \_\_\_\_\_ PRINT \_\_\_\_\_

TITLE \_\_\_\_\_ DATE \_\_\_\_\_