



MANAGED IT AGREEMENT

**Prepared For:
XYZ Company**

CONTENTS

CONTENTS	2
WELCOME LETTER	4
OVERVIEW	5
THE FINER DETAILS	6
OUR GENERAL TERMS AND CONDITIONS	6
COMMITMENT TERM	6
TERMINATION	6
ESCALATION	7
OUR RESPONSIBILITIES	8
SERVICE REQUEST PRIORITIES	8
WHAT'S COVERED	8
REPORTING	8
TECHNOLOGY BUSINESS REVIEWS	9
YOUR RESPONSIBILITIES	9
MINIMUM STANDARDS	9
APPROVED BUSINESS SOFTWARE	10
LODGING OF SERVICE REQUESTS	11
ACCESS REQUIREMENTS	11
PRIMARY IT CONTACTS	12
THIRD PARTY AUTHORIZATIONS	12
APPENDIX A	14

PRIORITY LEVELS	14
APPENDIX B	15
RESPONSE TIME GUARANTEE EXCLUSION LIST	15
APPENDIX C	16
AGREEMENT INCLUSION LIST(5)(6)	16
APPENDIX D	20
APPROVED SOFTWARE LIST	20
APPENDIX E	21
DEFINITIONS & INTERPRETATIONS	21
APPENDIX F	22
LETTER TO VENDORS FOR AUTHORIZATION	22
APPENDIX G	23
RATE SCHEDULE	23
APPENDIX H	24
RECOMMENDED TECHNOLOGY PLATFORM	24
APPENDIX I	25
ADDITIONS AND CHANGES TO CONTRACTS	25
CONFIDENTIALITY DISCLAIMER	26
ACKNOWLEDGEMENT PAGE	26

WELCOME LETTER

Dear **<Insert First Name>**

We're thrilled to partner with you to look after your IT.

We really don't like long and boring legal documents.

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards,



Stephen & The Team @ **ACG Solutions**

OVERVIEW

You *<Insert Client Name>*,
located at *<Insert Client Address>* ("You", "Yourself" or "Your")
are engaging us *ACG Solutions*
of *1058 W Airport Rd, Cornelia, GA 30531* ("We", "Us" or "Our")
to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal.

You: You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our world class services to You.

Us: We have the experience and ability to do the things we've agreed to do in a professional and timely manner.

We'll endeavor to provide world class support to You and on top of that We'll maintain the confidentiality of your information.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the finer details.

THE FINER DETAILS

OUR GENERAL TERMS AND CONDITIONS

All of the terms in this Agreement are subject to our General Terms and Conditions that can be found at www.acg-solutions.com/terms-of-service.

By signing this Agreement you also agree to those General Terms and Conditions.

For any terms that exist in both, the terms in this conflict, the terms in this Agreement will control.

COMMITMENT TERM

The minimum term that You have agreed to use Our Services is stated in the attached Proposal and is referred to as the Commitment Term.

The Commitment Term begins the next month after You sign this Agreement.

TERMINATION

You agree that if You need to terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 60 days of providing Us notification of Termination (the Termination Fee).

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Agreement Fee used to calculate any Termination Payment will be based on the updated Pricing adjustments made in writing from Us to You.

All termination requests must be made in writing to:

Chuck Ansley cansley@acg-solutions.com

ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel for You in the event You ever need to escalate a Service Request beyond the Help Desk.

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

1. Account Manager

Name: Stephen Moore

Email: smoore@acg-solutions.com

Phone: 770-869-9703

2. Director of IT

Name: Bobby McConnell

Email: bmccconnell@acg-solutions.com

Phone: 770-869-9703

3. Chief Operating Officer

Name: Chuck Ansley

Email: cansley@acg-solutions.com

Phone: 770-869-9703

Please note that these escalation points are not to be used for lodging Service Requests. Please make sure to copy in the Help Desk when submitting escalation requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

OUR RESPONSIBILITIES

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, we endeavor to include all the day to day IT support items that are included in your Proposal and Appendix E, subject to our standard Terms and Conditions and this Agreement

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is explicitly excluded from this Agreement and will be billed at our normal rates as found on our Rate Schedule. Our Rate Schedule can be found in **Appendix G**, as updated by www.acg-solutions.com/rate-schedule.

From time to time, we may elect, in our sole discretion, to provide support for items not explicitly included in **Appendix C**, without charge.

REPORTING

Each week, we will email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. You agree to timely provide input on a timely basis.

Each month, we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous month's use of our services.

This report will contain metrics such as:

- ⇒ Device health and monitoring
- ⇒ Device usage metrics
- ⇒ Upcoming warranty expirations

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

TECHNOLOGY BUSINESS REVIEWS

As part of this Agreement – as often as specified in your Proposal. We will provide to You to a Technology Review Session (TRS). Think of the TRS as a meeting with your IT Manager. Your account manager may request more of these TRS meetings than specified in your proposal, especially for a new client.

In TRS, we run through items including, but not limited to, the following:

- ⇒ Last periods metrics
- ⇒ Your plans for the next period
- ⇒ Refresh cycle update / minimum standards
- ⇒ Technology budget updates
- ⇒ Technology updates
- ⇒ Additional technology issues for your business

You agree to allocate at least 1 hour to each of these TRS to ensure that We can provide our Service to You at the level that We strive for.

You agree to give us at least 5 business days' notice if you need to re-schedule or amend an upcoming TRS.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements defined in **Appendix E** that You need to have in place in order for Us to meet Our Service obligations. The required technology can be found in Appendix H, as updated here www.acg-solutions.com/recommended-technology-platform or in **Appendix H**. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these the Recommended Technology Platform in place before the beginning of the Commitment Term, we will work with you on a plan to bring your infrastructure up to our Recommended Technology Platform.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet our Recommended Technology Platform.

However, if an item requiring support does not meet the Recommended Technology Platform, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item, under **Appendix B**.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the approved software that can be installed on any of the computers or devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related to any other software under the scope of this Agreement.

If We deem any Service Requests to be out of the scope of this Agreement, We will ask for Your approval before performing any work.

Appendix D may change over the time we work together under this Agreement. We will email any updates to **Appendix D** to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms of Service as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone to the Help Desk. In the event a critical or High Priority Request is lodged by telephone. Our Response Time Guarantee will only be applicable at Our Medium priority level for these.

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to lodge Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If You or Your team interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to identify from Your team a Primary IT Contact and a Secondary IT Contact (We will treat the Secondary IT Contact as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team must channel all communication through the Primary IT Contact during business hours.

Following proper lines of community allows Our team to work most effectively to restore Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to communicate all information from Us in a critical or High Priority matter, to ensure fast resolutions.

The Primary IT Contact is to also assist Our team to be Our eyes and hands onsite, to allow the Help Desk to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide detailed contact information and IT experience of your Primary and Secondary IT Contacts during your Onboarding process. You agree to update us if and when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORIZATIONS

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external vendors that We may require to work with to provide you Our Service.

External vendors include, but are not limited to, Your internet service provider, Your web and domain hosting provider, and Your telephony provider.

During your Onboarding process We will ask You to determine all the Vendors You will need to give authorization to provide us access and information. You can use the template found in **Appendix F** to assist in giving authorization.






If We are not authorized for a particular vendor, We may in Our absolute discretion, charge You extra for any time it takes us to obtain authorization for Us to deal with that vendor on Your behalf when needed.

If You start working with any new vendors that We will need to interact with after We start work under this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

APPENDIX A

PRIORITY LEVELS

The following table shows priority level examples. These provide a guideline of the urgency of tickets for triage with our technicians. We give priority to higher priority ticket types to determine what gets worked on first. We seek to respond as rapidly as possible to all requests, although there are some exceptions that can be seen in **Appendix B**.

PRIORITY	EXAMPLES
 Critical	Your Main Server is offline and all users are unable to work.
	One of your Network Switches has failed and stopped half the company from working.
	A VPN link between 2 x offices is offline causing one office to be unable to work.
 High	Your Internet Connection is offline, users can still work locally
	Your CEO's computer has stopped working
	Your main Accounting Software has stopped working
 Medium	A user's desktop won't turn on so they can't work
	One of the main printers is not working, but users can print to another one
	A user is having problems connecting to the Wireless network
 Low	Printing is slower than normal
	A single user is unable to scan
	A user needs a program installed on their PC
 No Priority	Pro-Active maintenance of systems

APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- ⇒ Additions, moves or changes to users, devices, configurations, or network
- ⇒ Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- ⇒ Issues lodged outside Our Business Hours as defined in the Terms and Conditions
- ⇒ Items caused by Hardware or Software not part of the Recommended Technology Platform
- ⇒ Service Requests related to Software not on our Approved Software List (see **Appendix D**)
- ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software configuration
- ⇒ Service Requests for issues related to user-initiated virus and malware Infections
- ⇒ Service Requests for issues involving the sourcing of Hardware/Software
- ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX C

AGREEMENT INCLUSION LIST⁽⁵⁾⁽⁶⁾

DESCRIPTION	FREQUENCY	INCLUDED
CONSULTING		
Onsite Technology Business Review (TBR)	See Proposal	YES
Simulated Phishing + Vishing + More	On-Going	YES
Cybersecurity Awareness Training	On-Going	YES
DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues ⁽³⁾	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing ⁽³⁾	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 rd Party Applications	Daily	YES
Monitor all Critical Server and Computer Services and	24x7x365	YES

Fix		
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Server and Computer Backup Failures ⁽¹⁾	As Needed	YES
PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
NETWORK		
Troubleshoot Internet Service Provider Issues & Outages ⁽³⁾⁽⁴⁾	As Needed	YES
Troubleshoot Network Switch Issues ⁽³⁾⁽⁴⁾	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues ⁽³⁾⁽⁴⁾	As Needed	YES
Update Wi-Fi SSID / Keys ⁽³⁾⁽⁴⁾	As Needed	YES
Troubleshoot Router Issues ⁽³⁾⁽⁴⁾	As Needed	YES
Troubleshoot Firewall Issues ⁽³⁾⁽⁴⁾	As Needed	YES
Firewall Security Audit and Adjustment ⁽³⁾⁽⁴⁾	Monthly	YES

Monitor Network Switches Operations & Availability ⁽³⁾⁽⁴⁾	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability ⁽³⁾⁽⁴⁾	24x7x365	YES
Monitor Router Operations & Availability ⁽³⁾⁽⁴⁾	24x7x365	YES
Monitor Firewall Operations & Availability ⁽³⁾⁽⁴⁾	24x7x365	YES
Warranty Claim Processing ⁽³⁾⁽⁴⁾		
DOMAIN NAMES		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
MOBILE PHONES & TABLETS		
Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure OneDrive for Business App ⁽²⁾	As Needed	YES
Configure Teams for Business App ⁽²⁾	As Needed	YES
OFFICE 365		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Install & Connect OneDrive Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Teams Desktop Client ⁽²⁾	As Needed	YES

- (1)** Only available when You are using the backup platforms in our Recommended Technology Platform.
- (2)** Available only if you already have the back-end systems and company-wide configurations all setup and configured for the product. If you don't, then We will discuss with You the scope of any additional work and send You a separate Proposal for your review.
- (3)** If the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.
- (4)** Network device(s) must be under an active manufacturer support contract, of a current generation, non-obsolete device model.
- (5)** The Agreement Inclusion List only applies to equipment that ACG Solutions procured for you. This service is not available for Personal items, Third Party items, nor Equipment past its End of Life (EOL) date. For example, a Machine that cannot run Windows 10.
 - (5.1)** If you are a new Client, we will assist with old Machines, for a reasonable time if You work towards upgrading said Machines in a timely manner.
- (6)** For Third Party Vendors, we will assist with Support calls and Initialization. If Setup and Troubleshooting takes longer than (1) hour due to Parties outside our control, we will bill at the Discounted Labor Rate specified by this Agreement.

APPENDIX D

APPROVED SOFTWARE LIST

- ⇒ Microsoft Software – *Microsoft Office Suite*
- ⇒ Microsoft *Edge*
- ⇒ Google *Chrome*
- ⇒ Mozilla *Firefox*
- ⇒ Adobe Applications
- ⇒ Java Runtime Environment
- ⇒ Bitdefender Antivirus
- ⇒ Acronis Cyber Cloud
- ⇒ Keeper Password Manager

**Software can be submitted for approval.*

APPENDIX E

DEFINITIONS & INTERPRETATIONS

"Agreement" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of hardware provided by Us under this Agreement or a quote under this Agreement to be done or progressed for or on behalf of You or any other person at Your request;

"Agreement Fee" means a monthly fee, including longstanding subscriptions to vendors that we take care of and pay on our account for You. In the event of an early Termination of this Agreement by You, you agree to pay an Agreement Fee equal to the Agreement Fee for the Commitment Term;

"Proposal" means a Quote or Proposal provided to You by Us which is part of this Agreement;

"Guaranteed Response Time" means the time in which we will receive the ticket and triage it. Guaranteed Response Time does not mean we will fix all issues on the ticket within that time, just that we will acknowledge, receipt, and begin our response;

"Services" means the provision of any services by Us including Work, advice and recommendations;

"Service Request" means any request for work that either you ask us to perform or we perform proactively on your behalf;

"Software" includes software and any installation, update, associated software and any Services provided in connection with any software;

"Third Party Vendor" is a third-party software not implemented by us, often requiring calls with technicians of that product to grant access to it. For example, QuickBooks, Sage, and other Accounting software.

APPENDIX F

LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify it to suit each vendor that We will need to work with while We support You.



EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted **ACG Solutions** to manage our IT and Technology needs.

To be able to do this effectively, **ACG Solutions** needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at **ACG Solutions** to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise.
Should you require any further details, please let us know.

Regards,

<Clients Name>

<Title>

APPENDIX G

RATE SCHEDULE

The following table shows Rate Schedule examples. These provide a guideline of the cost of labor for items that fall outside of our Scope of Work. Below is our Base Rate we base everything off of. You can find a more detailed version at: www.acg-solutions.com/rate-schedule

Base Rate	\$95 an Hour
After Hours Rate	\$145 an Hour



Rate Schedule

	Basic	Standard	Plus
IT Labor Rate	\$90 an Hour	\$85 an Hour	\$80 an Hour
After Hours Rate	\$95 an Hour	\$95 an Hour	\$95 an Hour
Services Discount	5% Discount On Our Other Services		

APPENDIX H

RECOMMENDED TECHNOLOGY PLATFORM

The following list shows a basic version of our Recommended Technology Platform. This provides a guideline of what we expect clients to move to over the course of our Agreement. Failure to do so will incur more fees down the road as our technicians will need to work with outdated and unfamiliar software. You can find a more detailed version at:

www.acg-solutions.com/recommended-technology-platform

- Microsoft Office 365
- Machines Capable of Running Windows 10 PRO or Windows 11 PRO
- A Domain Environment
- Cybersecurity Training Platform
- Backup System Implemented
- Current, Updated Firewall
- Client or ACG Control over Domain Name, DNS, Web Hosting
- Business Continuity Plan
- + Future Recommendations

APPENDIX I

ADDITIONS AND CHANGES TO CONTRACTS

Our basic Agreement provides Service at a level we deem as a baseline starting point for most Client's security needs. We provide the Proposal based on the user's environment and broken down to a per-user seat basis. As such, a New Hire will not be priced at the full 'per-user' amount since their true cost is a lot less.

Your Primary IT Contact will be tasked with notifying the Account Manager of User changes, after which the Account Manager will adjust the Agreement Fee after affirming the price difference with the Primary IT Contact.

If said Users are not part of the original Proposal, then our monthly agreement does not apply to said Users and they will have work billed at the discounted rates listed in **Appendix G**, unless the Agreement Fee is adjusted for the new user.

Additionally, should you have needs that exceed this Agreement Scope (Multi-Factor Authentication, Bare Metal Backups, SIEM Software) we can add services in what's called an **Add-On** package. The Add-On package will be broken down to a monthly fee and sent as a separate quote. After a year this will be amended to the Managed IT Agreement and made part of the amended Agreement.

CONFIDENTIALITY DISCLAIMER

This pricing, Services, and related information in this Agreement is a strictly confidential communication to and solely for <recipient> and may not be reproduced or circulated without ACG Solution's prior written consent.

ACKNOWLEDGEMENT PAGE

To be completed by the Primary IT Contact of <Company Name>. A copy of this Agreement will be kept and filed by the management of ACG Solutions. Once this form is completed please return it to ACG Solutions.

I _____ hereby acknowledge that I have received the Managed IT Partner Agreement. I have reviewed said terms and agree to abide by its terms as laid out by ACG Solutions. Failure to comply with the Agreement may result in termination of the Agreement if deemed appropriate by ACG Solutions' Management.

Primary IT Contact

Printed Name

Signature

Date MM/DD/YYYY