

1. Term of Agreement

This Agreement is made between Beeville Independent School District located at 201 N. St. Marys Beeville, Texas 78102, herein referred to as Client, and Technology Assets LLC a Texas LLC with its principal place of business located at 1815 Monetary Ln, Suite 100, Carrollton, TX 75006, hereinafter referred to as Service Provider, with an effective date of November 1, 2015 (the Effective Date), and shall remain in force for a period of one year from the Effective Date (the Initial Term), and be reviewed annually to address any necessary adjustments or modifications. The Service Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement. Client and Service Provider may be individually referred to hereinafter as a "Party" and may collectively be referred to hereinafter as the "Parties."

a) This Agreement may be terminated by Client upon ninety (90) days written notice if Service Provider:

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; or

III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

b) This Agreement may be terminated by Service Provider upon ninety (90) days written notice to 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 Service Provider's hourly rate for all hours spent rendering such assistance.

d) In the event that this Agreement is terminated or breached, Client will remain obligated to pay Service Provider all unpaid fees and expenses incurred by Service Provider even if Service Provider has not yet invoiced Client.

2. Fees and Payment Schedule

Fees will be \$2,219.00 per month, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. The first month will include an additional one time setup fee equal to the monthly service fee. Services will be suspended if payment is not received within 5 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement. Refer to Appendix C for a detailed list of Client's systems covered under the Agreement. Time is of the essence for the payment of all fees and charges in this Agreement.

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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.

3. Taxes

It is understood that any Federal, State or Local Taxes applicable 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 Service Provider for the state of use.

4. Coverage

Remote helpdesk and management of Client's IT networks will be provided to Client by Service Provider through remote means between the hours of 8:00 am – 5:00 pm CST Monday through Friday, excluding federal 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. Hardware costs of any kind are not covered under the terms of this Agreement.

a. Support and escalation

Service Provider will respond to Client's trouble tickets under the provisions of Appendix A, and with best efforts after 8:00 am CST, before 5:00 pm CST Monday through Friday. Trouble tickets must be opened by Client's designated I.T. contact person, by email to Service Provider's Help Desk, online web form, or by phone. Each trouble ticket will be assigned a trouble ticket number for tracking. Our escalation process is detailed in Appendix A.

b. Service outside normal working hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm CST Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

c. Service calls where no trouble is found

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

Limitation of Liability

IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF GOODWILL, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, KNOWN OR UNKNOWN, IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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IN NO EVENT WILL SERVICE PROVIDER'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF ALL FEES ACTUALLY PAID BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT FOR THE MONTH IN WHICH THE CAUSE OF ACTION AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

5. Additional Maintenance Services

a. Hardware/system support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all hardware is covered under a current, active support contract, or replaceable parts be readily available, and all software be genuine, currently licensed and supported by the software creator. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd party vendor support charges be required in order to resolve any issues, these will be passed on to Client after first receiving Client's authorization to incur them.

b. Monitoring services

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

6. 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:

a. All servers with Microsoft Windows operating systems must be running Windows 2003 Server or later, and have all of the latest Microsoft service packs and critical updates installed;

b. All desktop PC's 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. The environment must have a currently licensed, up to date and vendor supported server based anti-virus solution protecting all servers, desktops, notebooks/laptops, and email;

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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 firewall between the internal network and the Internet;

g. All wireless data traffic in the environment must be securely encrypted; and

h. There must be an outside static IP address assigned to a network device, allowing RDP or VPN access.

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

7. Excluded services

Service rendered under this Agreement does not include:

a. Parts, equipment or software not covered by vendor/manufacture warranty or support;

b. The cost of any parts, equipment, or shipping charges of any kind;

c. The cost of any software, licensing, or software renewal or upgrade fees of any kind;

d. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind;

e. The cost to bring Client's environment up to minimum standards required for services;

f. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors;

g. Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider;

h. Maintenance of applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B;

i. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B; and

j. Training services of any kind.

8. Confidentiality

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Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

9. Miscellaneous

INDEPENDENT CONTRACTOR RELATIONSHIP

Each Party agrees and acknowledges that this Agreement does not create a fiduciary relationship between them, that it is an independent contractor of the other Party, and that it is solely responsible for its own activities. Neither Party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other Party in any manner whatsoever except as authorized by this Agreement or without the other Party's prior written consent.

NO WARRANTY

CLIENT ACKNOWLEDGES THAT ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND THAT, NOTWITHSTANDING ANY OTHER ORAL OR WRITTEN COMMUNICATIONS WITH CLIENT ABOUT OR IN CONNECTION WITH ANY SUCH SERVICES, SERVICE PROVIDER MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERRUPTION OR AVAILABILITY OF ITS SERVICES, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICE PROVIDER IS NOT LIABLE TO CLIENT WHATSOEVER AS A RESULT OF OR IN CONNECTION WITH THE DISCONTINUANCE, UNAVAILABILITY, OR FAILURE OF THE SERVICES.

NO CONFLICT OR VIOLATION

Neither the execution and delivery of this Agreement by either Party, nor the consummation of the transactions contemplated hereby, will result in (a) a violation of, or a conflict with, a Party's charter documents (including, without limitation, its Certificate of Formation or Bylaws), (b) a violation by a Party of any laws, (c) a violation by a Party of any order, judgment, writ, injunction, decree or award, or (d) a breach of, or a default (or an event which, with notice or lapse of time or both would constitute a default) under or result in the termination of, or accelerate the performance required by, or create a right of termination or acceleration under, any contract.

NO THIRD PARTY BENEFICIARY

This Agreement is not intended to benefit any person other than the Parties hereto.

NO ASSIGNMENT

Neither Party may assign this Agreement without the prior written permission of the other. Notwithstanding anything to the contrary stated herein, no assignment allowed hereunder shall be valid until the other Party receives a valid assignment signed by both the assignor and assignee transferring all rights and obligations hereunder to the assignee. For purposes of this Agreement, a transaction such as a merger, consolidation, reorganization, change of control, stock sale or exchange, sale of any substantial portion of a Party's assets or similar

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transaction will be deemed to be an assignment. This Agreement will inure to the benefit of and be binding upon the undersigned Parties and entities and their respective legal representatives, successors, and permitted assigns.

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the sole and exclusive jurisdiction and venue in the United States District Court for the Northern District of Texas, Dallas Division, or the District Courts of Dallas County, Texas, and all applicable appellate courts. Accordingly, any action or proceeding brought by either Party which is based on, or derives from, this Agreement will be brought in such courts. **THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY POSTAGE PREPAID REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED HEREIN.**

SEVERABILITY

If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.

MUTUAL DRAFTING

The Parties hereto and their respective counsel have reviewed this Agreement and agree that the normal rule of construction that any ambiguity or uncertainty in a writing be interpreted against the Party drafting the writing shall not apply in any action or proceeding involving this Agreement.

MULTIPLE COUNTERPARTS

This Agreement may be executed in two or more counterparts, including facsimiles, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement between the Parties. No Party may raise the use of a facsimile or telecopier machine as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this paragraph.

NO WAIVER

No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach

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thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise. No exercise or enforcement by either Party of any right or remedy under this Agreement will preclude the enforcement by such Party of any other right or remedy under this Agreement or that such Party is entitled by law to enforce. No notice to or demand on a Party in any case entitles such Party to any other or further notice or demand in similar or other circumstances.

NOTICE

All notices, consents, requests, demand, and other communications hereunder are to be in writing and are deemed to have been duly given or made: (1) when delivered in person, (2) three days after deposit in the United States mail, first class postage prepaid certified mail, return receipt requested, (3) overnight courier services upon delivery by the overnight courier service with payment provided for, or (4) in the case of telex or telecopy or facsimile, when sent, one (1) day after verification received; in each case addressed to the address provided herein. Any Party may, at any time, designate any other address in substitution of the foregoing address to which the notice will be given by giving written notice to all other Parties 30 days prior to the date of delivery of the notice.

AMENDMENTS

Except as otherwise provided in this Agreement, no changes, modifications, amendments, supplements or any other provisions will be valid unless agreed to in writing and signed by the parties.

RIGHT TO CONTRACT

Each Party hereby represents and warrants that it has the right to contract, has read this agreement prior to its execution, and is fully familiar with the contents thereof. Each person signing this agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this agreement. Each Party further represents and warrants to the other that the execution and delivery of this agreement and the performance of such Party's obligations hereunder have been duly authorized and that the agreement is a valid and legal agreement binding on such Party, enforceable in accordance with its terms. In the event that a contracting Party is not a natural person, no other Party to this Agreement will be required to determine the authority of the individual signing this agreement to make any commitment or undertaking on behalf of the contracting Party or to determine any fact or circumstance bearing on the existence of the authority of the individual for that Party.

Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to Client's monthly charges.

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THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY ALL PARTIES

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the Effective Date.

Client Signature

Erasmu Rodriguez

Client Full Name

ERASMO Rodriguez

Date

2-23-16

Technology Assets Signature

Full Name

Date

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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 (hours)	Resolution Time (hours)	Escalation threshold (hours)
Service not available (all users and functions unavailable).	1	<1	ASAP - Best Effort	2
Significant degradation of service (large number of users or business critical functions affected)	2	<4	ASAP - Best Effort	8
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	<24	ASAP - Best Effort	48
Small service degradation (business process can continue, one user affected).	4	<48	ASAP - Best Effort	96

Support Tiers

The following details and describes our Support Tier levels:

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,

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	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.

Please be aware that the support tiers above and escalation procedure below may not apply in all situations. For example, you may receive assistance from a Tier 3 Support person immediately without need for escalation.

Service Request Escalation Procedure

1. Support request is received.
2. Trouble ticket is created.
3. Issue is identified and documented in PSA system.
4. Issue is qualified to determine if it can be resolved through Tier 1 Support.

If 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 to Client's satisfaction.
7. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system.

If issue cannot be resolved through Tier 1 Support:

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

If issue can be resolved through Tier 2 Support:

7. Level 2 Resolution ☐ issue is worked to successful resolution
8. Quality Control – Issue is verified to be resolved to Client's satisfaction
9. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

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If issue cannot be resolved through Tier 2 Support:

- 7. Issue is escalated to Tier 3 Support
- 8. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

- 9. Level 3 Resolution ☐ Issue is worked to successful resolution
- 10. Quality Control –Issue is verified to be resolved to Client's satisfaction
- 11. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Tier 3 Support:

- 9. Issue is escalated to Onsite Support
- 10. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

- 11. Onsite Resolution ☐ issue is worked to successful resolution
- 12. Quality Control –Issue is verified to be resolved to Client's satisfaction
- 13. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

If issue cannot be resolved through Onsite Support:

- 11. I.T. Manager Decision Point – request is updated with complete details of all activity performed

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Appendix B

General	Frequency	Included?
Document software and hardware changes	As Performed	Yes
Test backups with restores	Monthly	Yes
Monthly reports of work accomplished, work in progress, etc.	Monthly	Yes
<i>Servers</i>		
Manage Servers	Ongoing	Yes
Check print queues	As needed	Yes
Monitor server services	Ongoing	Yes
Keep Service Packs, Patches and Hotfixes current as per client policy	Monthly	Yes
Check event log of every server and identify any potential issues	As needed	Yes
Monitor hard drive space utilization	Ongoing	Yes
Exchange Server user/mailbox management	As needed	Yes
Monitor Active Directory replication	As needed	Yes
SQL server management	As needed	Yes
Reboot servers if needed	As needed	Yes
Run defrag and chkdsk on all drives	As needed	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	As needed	Yes
Alert Client to dangerous conditions <input type="checkbox"/> Memory running low <input type="checkbox"/> Hard drive showing sign of failure <input type="checkbox"/> Hard drive running out of disk space <input type="checkbox"/> Controllers losing interrupts <input type="checkbox"/> Network Cards report unusual collision activity	As needed	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
<i>Disaster Recovery</i>		

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Alert Client to dangerous conditions	As needed	Yes
<i>Devices</i>		
Manage Desktops	Ongoing	Yes
Manage Network Printers	Ongoing	Yes
Manage Other Networked Devices	Ongoing	Yes
Manage PDA's/Smartphones	Ongoing	Yes
<i>Networks</i>		
Check router status	As needed	Yes
Network monitoring	Ongoing	Yes
Monitor DSU/TSU, switches, hubs and Internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	Yes
Maintain site connectivity to the Internet	As needed	Yes
<i>Security</i>		
Check firewall	As needed	Yes
Confirm that antivirus virus definition auto updates have occurred	As needed	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	As needed	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 for unusual activity among users	As needed	Yes

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Service Rates

<i>Proactive Support *</i>	
Server (Physical or Virtual)	\$49/server/mo.
Firewall/VPN	\$49/device/mo.
Network Device (Switch, Wireless AP)	\$19/device/mo.
Application Support (SQL, Exchange)	\$49/application/mo.
Server Backup Management	\$19/server/mo.
Workstation Support	\$49/workstation/mo.
Cloud Services Support	\$99/service/mo.

* Included with proactive support are help desk and monitoring for all devices included in the support agreement.


<i>One-time support</i>	
Remote PC Management/Help Desk □ 7AM□7PM M□F	\$85/hr
Remote Printer Management □ 7AM□7PM M□F	\$85/hr
Remote Network Management □ 7AM□7PM M□F	\$85/hr
Remote Server Management □ 7AM□7PM M□F	\$85/hr
Scheduled Onsite Labor	\$125/hr + Travel (\$.55/mile)
Consulting	\$125/hr + Travel (\$.55/mile)
Remote PC Management/Help Desk □ 7PM□7AM M□F, S, S	\$125/hr
Remote Printer Management □ 7PM□7AM M□F, S, S	\$125/hr
Remote Network Management □ 7PM□7AM M□F, S, S	\$125/hr
Remote Server Management □ 7PM□7AM M□F, S, S	\$125/hr
Unscheduled On-site Labor	\$175/hr + Travel (\$.55/mile)
Pre-paid on-site technician	\$65/hr + Travel (\$.55/mile)

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Appendix C

Product	Details	Service Rate
Firewall/VPN	Meraki MX	\$49.00/mo.
Network Devices	None	
Servers	BISDBU01-MSP BISDDC03-MSV BISDDC04-MSV BISDDC05-MSV BISDNETMON-MSV BISDSCCM01-MSP BISDSUPPLY BISDVS01 BISDVS02 BISDVS03 BISDVS04 BISDWEB01 CCM8 (Cisco CM) CCM9 (Cisco CM) EDPROSQL FMC-NCOMP-LAB NCOMP-MASTER SYNERGISTICS BISDFS01-MSV BISDFS02-MSV BISDFS03-MSV BISDBU02-MSP BISDFPRINT BISDDIRSYNC-MSV	\$1,176/mo.
Backups	BackupExec - 13 Servers Veeam - 18 Servers CM Servers - 2 Servers	\$627.00/mo.
Application Support	Active Directory SCCM	\$98.00/mo.
Cloud Services Support	Office 365	\$99.00/mo.
Support Hours	2 hours	\$170.00/mo.
	Total	\$2,219.00/mo.

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