Southwest Computer Solutions, Inc.

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Retained Services Agreement

In an effort to maintain our absolute commitment to 100% customer satisfaction, Southwest Computer Solutions, Inc. is proud to offer our clients a new aspect of service that we are referring to as "Retained Services". Retained Services encompasses any and all of the services we provide and is made available to customers as a means of convenience and cost effectiveness. In entering into a Retained Services Agreement with Southwest Computer Solutions, Inc., please note the following pricing information and terms and conditions.

Pricing:

Southwest Computer Solutions, Inc. normal hourly rate for businesses is $100.00 / hr. Within the scope of a Retained Services Agreement, please note the following discounted pricing information:

5 Hours Retained @ $80 / hr. = $400.00	(Regular Cost = $500.00)
10 Hours Retained @ $75 / hr. = $750.00	(Regular Cost = $100.00)
20 Hours Retained @ $70 / hr. = $1400.00	(Regular Cost = $2000.00)
50 Hours Retained @ $60 / hr. = $3000.00	(Regular Cost = $5000.00)

As you can see above, purchasing blocks of service offers considerable savings against our normal hourly rate and is billable in half hour increments.

Terms & Conditions:

1. Southwest Computer Solutions, Inc. Retained Services Agreements are available ONLY for business clients.
2. Service Agreement will go into effect on receipt of payment for chosen service block.
3. Services provided prior to full payment will be invoiced at standard hourly rate.
4. Service Plans are for labor only and do not include materials. Materials will be billed separately.
5. All work will be completed during normal business hours (9 am and 5 pm) unless agreed upon by the parties, within a period of 1 year (365 days) from receipt of payment.
6. Client accepts full responsibility for maintaining all software licensing agreements.
7. Client accepts full responsibility for maintaining all data and data backups. Southwest Computer Solutions, Inc. cannot be held responsible for data integrity in any way.

Margaret Jacobs	Jason Hodge	R. Bentley Degarmo
Director of Operations	Senior Technical Specialist	Managing Principal
mj@sw-computers.com	jason@sw-computers.com	bentley@sw-computers.com
239-776-4755	239-571-0575	239-682-2916

Limitations & Excluded Services:

Southwest Computer Solutions, Inc. shall not, within the scope of this service agreement, be held responsible for or required to:

1. Maintain or repair any non-computer related equipment or products such as telephones, fax machines, copiers, printers, etc.
2. Customize or code any type of software package.
3. Provide in-depth training on specific hardware / software.
4. Provide services outside specific location of client operations.
5. Provide data recovery / restoration services in the event of systems failure.

Agreement:

The following Retained Services Agreement will provide _____, with _____ of computer services, locking in your reduced hourly rate of $_____/hr. for the duration of this agreement.

Rules & Restrictions:

In return for the full payment of this Retained Service Agreement, Southwest Computer Solutions, Inc. will furnish the above mentioned number of hours of computer services. The methods, means, and time employed by Southwest Computer Solutions, Inc. in fulfilling this agreement shall be solely within Southwest Computer Solutions, Inc. discretion. Southwest Computer Solutions, Inc. shall not be liable for failure to detect conditions or circumstances necessitating repair or replacement of equipment covered by this agreement.

Either party will have the right to terminate this Agreement without cause upon receipt of written notice. Upon termination, 80% of unused retainer shall be refunded within a period of 30 days.

UPON ACCEPTANCE OF THIS PROPOSAL, PLEASE SIGN BELOW AND RETURN TO SOUTHWEST COMPUTER SOLUTIONS, INC. CONTRACTUAL TIME PERIOD SHALL BEGIN UPON RECEIPT OF PAYMENT.

By signing below, you hereby agree to the **Terms & Conditions**, **Limitations & Excluded Services**, **Agreement**, and **Rules & Restriction** as described above.

Service Agreement Acceptance Signature:

By:_____ Date:_____

Authorized Representative

Margaret Jacobs	Jason Hodge	R. Bentley Degarmo
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