

MANAGED IT COMPUTER SERVICES AGREEMENT

This Managed IT Services Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SERVICE PROVIDER S FULL LEGAL NAME], a Llc with an address of [SERVICE PROVIDER S ADDRESS] (the "Provider" or "MSP"), and [CLIENT S FULL LEGAL NAME], a Corporation with an address of [CLIENT S ADDRESS] (the "Client"). Provider and Client are each a "Party" and collectively the "Parties."

1. Services

Provider shall provide ongoing managed information-technology services (the "Services") to Client during the Term, consisting of the monitoring, maintenance, administration, and support of Client's information-technology environment as described below.

Scope of Services. [DESCRIBE THE SERVICES IN DETAIL]

Covered Environment.

Service Locations. Remote, with on-site support as reasonably required

Support Hours. Business Hours.

Provider shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards and practices for managed service providers.

2. Service Levels

Provider shall use commercially reasonable efforts to meet the following service-level objectives (the "SLA"):

| Metric | Target | |---|---| | System availability (covered infrastructure) | 99.9% measured monthly, excluding scheduled maintenance | | Priority 1 — Business-critical outage | Initial response within **60 minutes** | | Priority 2 — Significant degradation | Initial response within **4 hours** | | Priority 3 — Standard request | Initial response within **24 hours** | | Scheduled maintenance | Minimum seven (7) days advance notice except for emergency patches |

Service Credits. If Provider fails to meet the uptime target in any calendar month, Client's sole and exclusive remedy shall be a service credit equal to five percent (5%) of that month's recurring fee for each full percentage point below target, capped at fifty percent (50%) of that month's fee. Service credits must be requested in writing within thirty (30) days of the end of the affected month.

Exclusions. SLA targets do not apply to outages caused by (a) Client acts or omissions, (b) third-party services outside Provider's reasonable control (including ISP, power, or upstream cloud outages), (c) force

majeure, or (d) Client-requested changes.

3. Client Responsibilities

Client shall (a) provide timely access to premises, systems, credentials, and personnel reasonably required to perform the Services; (b) designate a primary point of contact authorized to approve changes; (c) maintain valid licenses for Client-owned software; (d) promptly apply patches and configuration changes recommended by Provider; and (e) refrain from making changes to covered systems without notifying Provider.

4. Fees and Payment

Monthly Fee. Client shall pay Provider a recurring fee of **\$0.00** per month.

Out-of-Scope / After-Hours. Work outside the defined scope or outside support hours shall be billed at \$0.00 per hour, multiplied by 1.5 for after-hours and emergency requests, subject to Client's prior written approval (email sufficient).

Payment Terms. Recurring fees are invoiced in advance; time-and-materials and pass-through charges are invoiced monthly in arrears. All invoices are payable **net 30 days**. Past-due amounts accrue interest at **1.5% per month** (or the maximum lawful rate, if lower).

Expenses. Pre-approved, reasonable out-of-pocket expenses (travel, third-party licenses, hardware purchased on Client's behalf) are reimbursable at cost.

5. Term and Termination

Term. The initial term is **12 months** from the Effective Date, renewing automatically for successive **12-month** terms unless either Party gives written notice of non-renewal at least **60 days** before the end of the then-current term.

Termination for Convenience. Either Party may terminate for any or no reason upon **30 days'** prior written notice.

Termination for Cause. Either Party may terminate if the other materially breaches this Agreement and fails to cure within **30 days** after written notice describing the breach, or immediately upon the other Party's insolvency, assignment for benefit of creditors, or bankruptcy filing.

Transition Assistance. Upon termination, Provider shall, at Client's request and at Provider's then-current hourly rate, reasonably cooperate in the orderly transition of Services to Client or its successor provider for up to ninety (90) days, including the export and secure transfer of Client Data.

6. Data, Security, and Confidentiality

Client Data. As between the Parties, Client owns all data furnished to Provider or generated on Client's behalf ("Client Data"). Provider shall access and process Client Data solely to provide the Services.

Confidentiality. Each Party shall protect the other's non-public business, technical, and financial information with the same degree of care it uses to protect its own similar information, and no less than reasonable care. Confidentiality obligations survive for three (3) years after termination; trade secrets are protected for as long as they remain trade secrets.

Security Standard. Provider shall maintain an information-security program aligned with **the NIST Cybersecurity Framework**, including access controls, encryption in transit and at rest for sensitive data, logging, patch management, and security-awareness training for personnel.

Incident Notification. Provider shall notify Client of any confirmed security incident affecting Client Data without undue delay and no later than **72 hours** after confirmation, and shall cooperate reasonably in investigation and remediation.

7. Intellectual Property

Each Party retains ownership of its pre-existing intellectual property. Provider retains ownership of its proprietary tools, methodologies, scripts, templates, and know-how ("Provider Tools"), and grants Client a non-exclusive, non-transferable license to use Provider Tools solely to the extent necessary to receive the Services during the Term.

8. Insurance

Provider shall maintain, at its expense, throughout the Term: (a) commercial general liability insurance with limits of not less than **\$1,000,000.00** per occurrence; (b) workers' compensation as required by law; and (c) **cyber-liability / technology errors-and-omissions** insurance with limits of not less than **\$1,000,000.00** per occurrence, covering network-security liability, privacy liability, regulatory defense, and breach-response costs. Certificates of insurance shall be provided on request.

9. Warranties; Disclaimer

Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. **EXCEPT AS EXPRESSLY STATED, THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL SECURITY THREATS WILL BE DETECTED OR PREVENTED.**

10. Limitation of Liability

EXCEPT FOR (i) EACH PARTY'S INDEMNIFICATION OBLIGATIONS, (ii) BREACH OF CONFIDENTIALITY OR DATA-SECURITY OBLIGATIONS, (iii) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, AND (iv) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11. Indemnification

Each Party shall defend, indemnify, and hold the other harmless from third-party claims arising out of the indemnifying Party's (a) gross negligence or willful misconduct, (b) infringement of third-party intellectual-property rights, or (c) breach of confidentiality or data-security obligations. The indemnified Party shall promptly notify the indemnifying Party of the claim, tender sole control of defense and settlement, and reasonably cooperate at the indemnifying Party's expense.

12. Non-Solicitation

During the Term and for **12 months** thereafter, neither Party shall directly solicit for employment any employee of the other Party with whom it had material contact in connection with this Agreement, except through general advertisements not targeted at such employees.

13. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in [STATE]. Judgment on the award may be entered in any court of competent jurisdiction.

Equitable Relief. Nothing in this Section limits a Party's right to seek injunctive or other equitable relief in any court of competent jurisdiction to protect confidential information or intellectual property.

14. General

Governing Law. This Agreement is governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

Independent Contractor. Provider is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint-venture, or agency relationship.

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except in connection with a merger, reorganization, or sale of substantially all assets, upon prior written notice.

Entire Agreement; Amendment. This Agreement, together with any exhibits and separately executed BAA, constitutes the entire agreement between the Parties and supersedes all prior discussions. Amendments must be in a writing signed by both Parties.

Notices. Notices shall be in writing and delivered to the addresses above by hand, recognized overnight courier, certified mail, or (for routine notices) email with confirmed receipt.

Counterparts; Electronic Signatures. Executable in counterparts. Electronic signatures are valid under the federal ESIGN Act (15 U.S.C. § 7001 et seq.).

Signatures

Service Provider

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Client

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE