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**Managed**

**Services**

**Agreement**

**Disclaimer: Any language used in this MSA template should be reviewed by your attorney.**

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| --- | --- |
| Managed Services Offerings | **Titanium** |
| Unlimited On-site and Remote Support | Checkmark |
| Unlimited Automated Support | Checkmark |
| PC Monitoring, Maintenance, Patching | CheckmarkCheckmark |
| Office 365 | CheckmarkCheckmark |
| Cloud File Sync & Share | CheckmarkCheckmark |
| Endpoint Protection / Antivirus | CheckmarkCheckmark |
| Security Threat Detection and Remediation | CheckmarkCheckmark |
| Security Awareness Training | CheckmarkCheckmark |
| Cloud Backup | CheckmarkCheckmark |
| Backup Disaster Recovery Appliance | CheckmarkCheckmark |
| Monthly Reporting | CheckmarkCheckmark |
| Virtual CIO | CheckmarkCheckmark |
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# Description of Services

Unlimited On-Site and Remote Support

MSP, Inc. will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. MSP will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. MSP will make a best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Remote support of other staff home computers is included for VPN access to the network provided home computers have current Windows or Apple operating systems and antivirus and are updated regularly. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at MSP’s then hourly rate for service, currently $\_\_\_\_.

Unlimited Automated Support

Through the use of MSP’s Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Microsoft Office \_\_\_\_\_\_\_\_\_\_. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. MSP’s remote monitoring and management software will monitor all PC’s that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in MSP’s ticket management system to be addressed by a technician or MSP’s automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in MSP’s ticket management system.

All time billed by MSP’s Automated Support software will be covered under the terms of this agreement.

Office 365

Microsoft Office 365 licenses will be provided for each user as identified in the addendum. Office 365 Business Premium plan including email hosting with 50 GB mailbox including Outlook, Word, Excel, PowerPoint, Publisher, Access, SharePoint, Teams and OneDrive and 1 terabyte of storage for file storage and sharing.

Cloud File Sync & Share

File server replacement / enablement software and service provided to augment or replace existing methods of file sharing for both on-site and when remote as an alternative to VPN.

Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC’s and PC’s. Antivirus software is business grade antivirus (Webroot). MSP monitors the antivirus software 24/7 and in the event of a virus/worm/ad-ware/spyware being detected a ticket will automatically be created in MSP’s ticket management system. MSP will address viruses as requiring an emergency response by a technician to confirm virus removal.

Security Threat Detection and Remediation

MSP provides managed threat detection and remediation services to uncover and address malicious network penetration attempts.

Security Awareness Training

MSP includes and requires all computer users at client to participate in regular security awareness training as provided through (Webroot). Training may include simulated phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

Cloud Backup

Automatically backs up all current files, email and databases stored on the Servers to a secure online location (Maximum \_\_\_\_GB). Additional gigabytes may be purchased for $ \_\_\_\_ per \_\_\_ gigabyte block to be added to the monthly billing. Backups will be performed each night after 11 pm. This includes AES-256 bit DOD Level Encryption of all data. Clients must have a 5 megabyte or higher Internet connection (both upload and download).

Online Cloud Backup

Automatically backs up all files, email and databases stored on the Servers to a secure online location.

Backup Disaster Recovery Appliance

Included in the service is a Backup Disaster Recovery (BDR) Appliance provided by MSP to be place in client’s server room that captures snapshots of client servers on a regular interval including its data, operating system application and configuration and replicates those images to a secure cloud location. In the event of a failed server or data loss MSP will use BDR appliance to restore data on-site or at the cloud location.

Monthly Reporting

MSP will provide clients with monthly reporting detailing resolved tickets, patching, antivirus performance, service availability and network reliability.

Virtual CIO

MSP provides quarterly meetings with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period.

# Managed Services Response Times

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| --- | --- | --- | --- |
| **Trouble** | **Priority** | **Response Time**  **9am-5:30pm**  **Weekdays** | **Response Time**  **5:30pm-9am**  **Weekdays/Holidays** |
| Service not available (all users and functions unavailable. Ex: Server down).\* | **1** | Remote within 1 hours  On-Site within 3 hours | Remote within 2 hours  On-Site within 4 hours |
| Significant degradation of service  (large number of users  or business critical functions affected).\* | **2** | Remote within 2 hours  On-Site within 4 hours | Remote within 2 hours  On-Site within 4 hours |
| Limited degradation of service (limited number of users or functions affected, business process can continue).\*\* | **3** | Remote within 8 hours  On-Site within 48 hours | Remote within 12 hours  On-Site within 48 hours |
| Small service degradation (business process can continue, one user affected).\*\* | **4** | Remote within 24 hours  On-Site within 72 hours | Remote within 24 hours  On-Site within 72 hours |

\*For same day services on priority 3 and 4 tickets must be entered before 4pm.

\*\*Clients may request a specific technician however MSP will at its discretion assign a technician to address a service ticket or project work.

\*\*\*MSP reserves the right to allow MSP's NOC (Network Operations Center) to address all tickets initially. If the NOC cannot resolve a ticket it will be escalated to an MSP Tier 3 or Tier 4 technician. If a ticket is escalated to MSP from the NOC, MSP may, in its sole discretion, determine that an onsite visit is necessary.

\*\*\*\*Weekend support requiring on-site will incur an additional charge at the rate of $\_\_\_\_ per hour.

Client agrees that weather, traffic conditions or Force Majeure outside the control of MSP may extend or prevent remote or onsite response.

# Managed Services Requirements

1. PC’s, Servers and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 5 years. Replacement installation costs are billed outside the monthly service amount at MSP’s then hourly rate. Servers must be covered by an active hardware warranty. MSP will coordinate warranty diagnostics, repairs and return to service.
2. PC’s (laptops/desktops/Macs) in excess of 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years will be billed as an additional charge.
3. All Servers, Desktop PC’s and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training and continuing technical support from the software provider. MSP technicians are able to assist with network support but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client’s expense.
6. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement.
7. For each new user added during the term of this agreement beyond computer/users the monthly Managed Service fee will increase by $\_\_\_\_ per month.
8. All server and desktop software must be genuine, licensed and vendor-supported.
9. The network must have a currently licensed, vendor-supported server-based backup solution that can be monitored and send notifications on job failures and successes.
10. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
11. All wireless data traffic in the environment must be securely encrypted.
12. There must be an outside static IP address assigned to a network device, allowing VPN access.

At the time of initiating service for Client, MSP will evaluate Client’s network and determine whether all Managed Services Requirements are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements will be billed as incurred as additional services.

# Agreement

Clients and MSP agree to the following:

* MSP will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 36 months beginning \_\_\_\_\_\_\_\_\_\_. This Agreement will automatically renew for successive 36-month terms unless at least 30 days prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. MSP or Client may terminate this contract at any time, after an initial 36-month period with at least 30 days prior written notice. Service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
* Client agrees to all requirements in the preceding pages of this document.
* Client will pay MSP monthly on or before the 1st day of each month the amount of $\_\_\_\_. Parking expenses will be billed for on-site visits; MSP does not have a site visit charge. Clients will execute the ACH form attached to this Agreement and authorize the monthly drafting of their account for the monthly managed service. If the client is in a jurisdiction which charges sales tax on services the stated price does not include tax.
* MSP’s hourly rate for additional services for onsite is $\_\_\_\_\_ and remote $\_\_\_\_, weekdays 9-5; 5:01 pm to 8:59 am weekdays, anytime weekends and holidays for on-site is $ \_\_\_\_ and remote $\_\_\_\_.
* This Agreement covers only the client’s locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
* The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client’s monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as “Additional Services” or a “Project” and will be quoted and billed as Separate Charges at MSP’s then hourly rate plus expenses. Expenses may include but are not limited to travel, parking, and tolls.
* The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within 30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.
* MSP will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
* MSP will make available to Client discounted pricing on servers, laptops, desktops and network equipment.
* Clients will comply with the Policies and Responsibilities and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

**Client**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MSP, Inc.**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Recurring ACH Payment Authorization

You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your bank statement as an “ACH Debit”. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize \_\_\_\_\_\_\_\_\_\_\_ to charge bank account indicated below for $\_\_\_\_ on the 25th of each month.

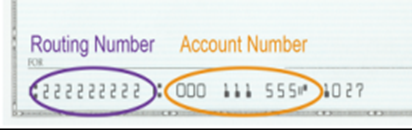
This payment is for the next month’s Managed Service Agreement charges.

Billing Information

Billing Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Details



Account Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Routing Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. “Confidential Information” for the purposes of this Agreement shall include each party’s proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of MSP or Client or is rightfully received by either party from a third party.
2. Client and MSP both agree that they will not solicit for hire and it will not hire or otherwise engage any of each other’s employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of MSP’s technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. If the Client work is substantially changed due to a Force Majeure, MSP will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to MSP of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, MSP will review with Client the need for change of fees if any. Late fees will not be charged under an agreed scenario below:

Change in number of users at an amount of $\_\_\_\_ per user. If reduction is on a per user, as staff returns to work the per user fee will be added back to the monthly fee and prorated as of the date of return if mid-month.

A flat fee charge per month. If the change is a flat fee per month then billing will resume upon Client’s resumption of services as mutually agreed between MSP and Client. This may be an evaluation between the parties of a gradual resumption of workers and network activity or an immediate resumption of workers and network activity.

Deferred billing by a \_\_\_\_\_\_\_\_% over \_\_\_months. Then beginning after \_\_\_ months the deferred amount to be added back in subsequent months by \_\_\_% of deferred amount or as mutually agreed. For example: if MSP defers $1000 per month. Then after the \_\_\_\_number of months passes 25% of the $1000 is added back each month until fully paid.

1. MSP shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if MSP has been advised of the possibility of such damages. Regardless of the form of action, MSP’s cumulative liability shall be only for loss or damage directly attributable to negligence of a MSP employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if MSP has to defend any action by Client, MSP is entitled to its reasonable attorney fees and expenses to be paid by Client.
2. Implied Warranties are expressly disclaimed by MSP. An MSP contractor is a technician or contractor who operates on behalf of MSP, is paid by MSP and has access to MSP’s service ticket management system for making time entries and charges for their work. MSP is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from MSP it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that MSP is not responsible for functioning of the equipment and has not made any express or implied warranties. MSP shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
3. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, MSP will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. MSP is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have MSP’s software and security features. MSP is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and MSP may charge it’s then hourly rate for work on home or alternative networks. MSP will charge for additional software installed at home or alternative networks as needed.
4. In the event of a Force Majeure MSP is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
5. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client’s network functioning or transmissions from its network.
6. MSP may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.
7. Failure to pay: If payment is not received by the first of the month for that month of service MSP reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided MSP gives a five (5) business day notice of late payment.
8. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by MSP. Client shall pay any such taxes unless a valid exemption certificate is furnished to MSP for the jurisdiction of use, except in cases when MSP procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to MSP.
9. If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 12% per annum until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.
10. This Agreement is fully assignable by MSP. Immediately upon assignment the assignee’s name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
11. Termination: Termination by Client: Client may terminate this Agreement with or without cause after the first 12 months of the Agreement have passed payment of a Termination Fee equal to the amount of the monthly Managed Services fee agreed to in this Agreement $\_\_\_\_ and ii.) payment of all past and currently due amounts together with late fees and costs unless client has valid reason to withhold payment on incomplete tasks, work orders or faulty equipment and provided MSP was notified in a service ticket within 10 days of the original occurrence of any incomplete tasks, work orders and/or faulty equipment which it itemized with sufficient detail to identify the problem. That amount may be withheld until the incomplete tasks, work orders or equipment issues are resolved. MSP shall be given a reasonable opportunity to correct any problems. Any such election shall be made in writing by Notice of Termination and is to be accompanied by the Termination Fee and all other amounts due.

Termination by MSP:

* 1. Upon giving notice to Client of default and the default is not cured within ten (10) business days of receipt of written notice from MSP or for failure of Client to pay for service or products at the time of ordering or within 30 days of billing. Failure of MSP to require payment at the time provided shall not be construed as a waiver of the right to do so.
  2. Any of the following which remains un-dismissed for a period of sixty (60) days: If Client files protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against Client.
  3. Failure of Client to comply with its obligations in this Agreement after written notice by MSP of the non-compliance and failure to correct the problem or acknowledge the problem and commitment to take corrective action in the future.
  4. Backups in the event of default or early termination or in the event the parties do not renew at the end of the term of this Agreement: Client shall be responsible for transferring backups to a system administered by Client or others on its behalf and for paying any costs of transferring and/or setting up backups off of the system maintained by MSP. If Client does not provide for any transfer of backups, they shall be terminated within 30 days of the Notice of Termination or Notice of Default. Client assumes all responsibility for its backups and MSP has no responsibility to retain backups. In the event prior to the end of the 30 days, client places its own backups on site or obtains its own cloud backups then it shall notify MSP so it’s backups can be terminated.
  5. In the event of default or termination under any circumstances Client agrees it will provide access to MSP technicians to remove antivirus licenses and monitoring tools. The consequence of and failure to provide this access shall be that Client shall continue to be responsible for 50% of the amount of the monthly Managed Services payment until access is allowed and the licenses and tools removed. Spam filtering will be terminated upon default or termination. Client understands that it is entirely responsible to redirect all of Client’s MX records away from the spam filter system and redirect email to its server or it must provide MSP access to its network information and equipment to take those steps. Upon termination of spam filtering services email will bounce if Client has not taken these steps or requested and allowed MSP to take those measures. Client understands the above and accepts this responsibility and the consequences if it fails to cooperate or act; Client acknowledges that upon termination of the spam filtering if these steps are not allowed or taken email will not be available and there is no recourse whatsoever to MSP.
  6. In the event of termination by either party, Client is responsible for the full amount of all payments for services provided and products ordered.
  7. If either party terminates the relationship of managed service provider and client or if Client defaults then the parties agree to work cooperatively to transfer the client’s data and network information as directed by the client to another service provider or to the client. The client will pay the cost of transfer which will include hourly charges of technicians to accomplish the transfer and any services maintained by MSP containing Client data. Client must designate a vendor to handle its email, backups and any other services provided by MSP. Client must establish an account for transfer of the backups and any other services within 30 days of notice of termination or default, or within 30 days of termination of this SLA. MSP has no responsibility for backups, email or other services beyond 30 days following termination or default under this Agreement.
  8. In the event of termination of services for any reason by either party, upon written request by Client MSP will provide up to 60 days support to allow Client to make a transition provided Client pays all amounts then due and pays the fee for the additional 60 days in advance.

1. Dispute Resolution: All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the MSP. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer–Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of MSP. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

1. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the MSP, and the parties agree and consent to such jurisdiction and venue.
2. This Agreement does not create any rights in any third parties.
3. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with MSP. Programs must be installed by an MSP technician or software technical support with an MSP technician assisting. MSP shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than MSP unless MSP has agreed. Corrections of unauthorized modifications shall be at the rate of $\_\_\_\_ per hour and may be grounds for immediate termination by MSP of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC’s or to give anyone Domain Administrator access. Only MSP will make administrative or technical changes to the servers.

# Addendum

Network Information to be filled in by Client and confirmed by MSP technician

Location Addresses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of full-time users on site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of full-time remote users: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of part-time users on site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of part-time remote users: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of email accounts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Network Equipment Supported: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Equipment** | **Number** |
| Desktops | Click or tap here to enter text. |
| Laptops | Click or tap here to enter text. |
| Servers\* | Click or tap here to enter text. |
| MAC Desktops | Click or tap here to enter text. |
| MAC Laptops | Click or tap here to enter text. |
| iPhones | Click or tap here to enter text. |
| iPads | Click or tap here to enter text. |
| Android Phones | Click or tap here to enter text. |
| Android Tablets | Click or tap here to enter text. |
| Network Printers | Click or tap here to enter text. |
| Standalone Printer | Click or tap here to enter text. |

\*Identify role of Servers

1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Only hardware owed by client is to be tracked on this page.