

MANAGED IT SERVICES AGREEMENT

SAMPLE FOR PRACTICE ONLY. Every company, person and number in this document is made up. Not legal advice.

This Managed IT Services Agreement (the "Agreement") is made on October 20, 2026 (the "Effective Date") between **Brightwave IT Solutions LLC**, 410 Mercer Lane, Suite 200, Harrisford, PA 17000 ("Provider"), and **Linden Row Accounting LLC**, 88 Linden Row, Harrisford, PA 17000 ("Client"). Provider and Client are each a "Party".

1. Services

1.1 Provider will supply the managed IT services described in Schedule A for Client's office and staff, including help desk support, device monitoring, patching, backup of Client's file server and Microsoft 365 tenant, and basic network security.

1.2 Services cover up to 22 named users and 25 devices. Each additional user is billed at the per-user rate in Section 4.1 from the first day of the month in which the user is added.

1.3 Projects outside Schedule A (for example office moves, new server installs or software migrations) are not included and are billed at Provider's project rate of \$165 per hour, with a written estimate before work starts.

2. Service Levels

2.1 Provider will respond to support requests within the following times during Business Hours (Monday to Friday, 8:00 AM to 6:00 PM Eastern, excluding US federal holidays): Critical (office cannot work): 1 hour. High (one user cannot work): 4 Business Hours. Normal: next Business Day.

2.2 "Respond" means a technician acknowledges the request and begins work. It does not mean the issue is resolved.

2.3 If Provider misses the Critical response time more than three times in a calendar month, Client may request a service credit of 5% of that month's Monthly Fee. Client must request the credit in writing within 15 days after the end of that month, or the credit is waived. Service credits are Client's sole remedy for missed response times.

3. Term and Renewal

3.1 The initial term of this Agreement is **twenty-four (24) months**, starting on November 1, 2026 and ending on October 31, 2028 (the "Initial Term").

3.2 **Automatic renewal.** At the end of the Initial Term, this Agreement renews automatically for successive renewal terms of twelve (12) months each (each a "Renewal Term"), unless either Party gives written notice of non-renewal at least **ninety (90) days** before the end of the then-current term. Notice by email is valid only if sent to the addresses in Section 11.

3.3 Renewal Terms are billed at the Monthly Fee in effect at the end of the prior term, as adjusted under Section 4.3.

4. Fees and Payment

4.1 **Monthly Fee.** Client will pay a Monthly Fee of **\$2,640**, based on 22 users at \$120 per user per month, invoiced on the first day of each month in advance.

4.2 **Onboarding Fee.** Client will pay a one-time Onboarding Fee of **\$1,800** with the first invoice. The Onboarding Fee is non-refundable, including if this Agreement ends early for any reason.

4.3 **Price increases.** Provider may increase the per-user rate once in each 12-month period by up to **seven percent (7%)**, with at least sixty (60) days' written notice to Client.

4.4 **Payment terms.** Invoices are due within fifteen (15) days of the invoice date. Late amounts accrue a late charge of **1.5% per month** on the unpaid balance. If any invoice is more than thirty (30) days past due, Provider may suspend the Services after five (5) days' written notice, and the Monthly Fee continues to accrue during any suspension.

4.5 Fees do not include hardware, software licences or third-party subscriptions, which Client buys separately unless agreed in writing.

5. Client Responsibilities

5.1 Client will name one primary contact who can approve work and changes, keep a current list of users and devices, and give Provider reasonable remote and on-site access.

5.2 Client is responsible for the accuracy of the information it gives Provider and for following Provider's reasonable security recommendations, such as turning on multi-factor sign-in for all users.

6. Termination

6.1 **For cause.** Either Party may end this Agreement if the other Party materially breaches it and does not fix the breach within thirty (30) days after written notice describing it.

6.2 **Early termination by Client.** Client may end this Agreement for convenience during the Initial Term with sixty (60) days' written notice and payment of an **early termination fee equal to seventy-five percent (75%)** of the Monthly Fees remaining in the Initial Term, due on the termination date.

6.3 On any termination, Client pays all fees earned up to the termination date. Sections 4, 7, 8, 9 and 10 survive termination.

7. Client Data and Offboarding

7.1 Client owns all Client data. Provider will use Client data only to perform the Services.

7.2 **Data return.** Within thirty (30) days after this Agreement ends, and if Client asks in writing, Provider will return a copy of Client's backed-up data in a standard format. Offboarding work, including handing over admin passwords and documentation, is billed at **\$150 per hour**.

7.3 After the thirty (30) day period in Section 7.2, Provider may permanently delete Client's backed-up data without further notice.

8. Confidentiality

8.1 Each Party will keep the other Party's non-public information confidential and use it only for this Agreement, for the term of this Agreement and for three (3) years after it ends.

9. Limitation of Liability

9.1 Neither Party is liable for indirect, incidental or consequential damages, including lost profits or lost data, even if advised of the possibility.

9.2 Provider's total liability under this Agreement is limited to the fees Client paid in the **three (3) months** before the event that gave rise to the claim.

9.3 Provider is not responsible for data loss caused by Client's failure to follow Provider's written security recommendations.

10. Non-Solicitation

10.1 During the term and for twelve (12) months after it ends, Client will not hire any Provider technician who worked on Client's account. If Client does, Client will pay Provider a placement fee equal to **\$15,000** per person.

11. General

11.1 **Notices.** Notices must be in writing and sent by email with a copy by certified mail. Provider: contracts@brightwave-it.example. Client: office@lindenrow-accounting.example.

11.2 This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any dispute will be heard in the courts of Harrisford County.

11.3 This Agreement, with Schedule A, is the entire agreement between the Parties and replaces any earlier proposals. Changes must be in writing and signed by both Parties.

Schedule A: Included Services

Service	Included	Notes
Help desk (phone, email, portal)	Yes	Business Hours only
After-hours emergency support	No	Billed at \$165 per hour
Device monitoring and patching	Yes	Up to 25 devices
File server and Microsoft 365 backup	Yes	Daily, 30-day retention
Firewall and antivirus management	Yes	Provider-approved products
On-site visits	Yes	Up to 2 per month
Quarterly IT review meeting	Yes	1 hour

Signatures

Brightwave IT Solutions LLC

By: _____

Linden Row Accounting LLC

By: _____

Name: Marcus Ellery

Title: Account Director

Date: _____

Name: _____

Title: _____

Date: _____