MANAGED SERVICE AGREEMENT

WELCOME LETTER

We're thrilled to partner with you to manage your IT

infrastructure. We really don't like long and boring legal

documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the

future. We can't wait to start working with you!

Regards,

Jason Chamberlin

OVERVIEW

We love simplicity – so in short:

You: **NAME OF CLIENT**

located at: **ADDRESS OF CLIENT**

are engaging us: **Blue Guys IT, LLC of Mountain Home, AR**

to provide: **Managed IT Services**

The services to you as outlined in this Agreement for the pricing described on the last page of this Agreement and, if applicable, our initial proposal.

You: You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

Us: We have the experience and ability to do everything. We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavor to provide World Class support to You and on top of that We'll maintain the confidentiality of everything We come across.

Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the Finer Details!

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THE FINER DETAILS

OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at ***blueguysit.com/managedit***

By signing this Agreement, you also agree to those *General Terms and Conditions*. For any terms that exist in both, the terms in this Agreement will override.

COMMITMENT TERM

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term. The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiration of the Commitment Term, a new contract will be provided which will contain any price or service adjustments that are needed and provide dates for the new Commitment Term, unless earlier terminated as outlined in the 'Termination' section below.

TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, you agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to: *info@blueguysit.com*

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of

the incident in writing to *info@blueguysit.com*

If We agree Your claim is valid, You will be credited 5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 25% per month.

If the support request is logged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**. Response Times are Guaranteed maximum times to respond to a Service Request. Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an "Emergency Upgrade". Please see our Rate Schedule for more information on "Emergency Upgrades".

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, we endeavor to include all day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**. **It's important to note that anything not included in Appendix C is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.**

While we will do everything in our power to protect your data, we are not liable for data loss. This includes data loss from accidental deletion, acts of God, cyber-attacks, etc.

REPORTING

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Each month, we will email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold while We are waiting on more information from someone on Your team.

Each month, we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous months use of our services.

This report will contain metrics such as:

 Number of systems covered.

 Named systems covered.

 Anti-Virus and Firewall State

 Windows Update Status

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place for us to meet our service obligations, these can be found here below in **Appendix G** We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If you do not have all these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards. In general, we do not support hardware that is older than 5 years unless an exception has been previously discussed.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge you for any time incurred for supporting that Item.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if

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other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, we will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LOGGING OF SERVICE REQUESTS

The process for logging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these. An individual ticket must be opened if you are having multiple issues. (no combining jobs on a single ticket)

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to log Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat at the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and

hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner. You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORIZATIONS

In order to be able to assist You quickly in times of need, you need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, we may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to work with that Vendor on Your behalf when needed. While it is not mandatory that you maintain a support agreement with 3rd party vendors, be advised that if we need to work with them for any reason, you will be responsible for any charges incurred for support.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, you agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

INFORMATION SECURITY POLICY

We strongly urge our clients to have an information security policy that is signed by your employees. At your request, Blue Guys IT will provide a template and assist with completion and implementation of the policy.

APPENDIX A

GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples. **Response times do not consider travel time.**

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
Critical	Your Main Server is offline and all users are unable to work.	1 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
High	Your Internet Connection is offline, users can still work locally	2 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
Medium	A user's desktop won't turn on so they can't work	4 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
Low	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
No Priority	Pro-Active maintenance of systems	N/A

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APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

⇒ Additions, moves or changes to users, devices, configurations, or network.

⇒ Issues logged in any other manner than specified in this Agreement and our *General Terms and Conditions*

⇒ Issues logged outside Our Business Hours

⇒ Items caused by Hardware or Software not meeting our Minimum Standards

⇒ Service Requests related to Software not on our Approved Software List (see Appendix D)

⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us

⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration

　　⇒ Service Requests for issues related to user-initiated Virus and Malware Infections

　　⇒ Service Requests for Issues involving the sourcing of hardware/software.

⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage.

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APPENDIX C

AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
➔ **CONSULTING**		
Onsite Quarterly Business Review (QBR)	Quarterly	YES
End-User Office365 Training Program	24x7x365 Via Portal	YES
➔ **DESKTOP, LAPTOPS AND SERVERS**		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Configure VPN	As Needed	YES
Restore Files from Backups [1]	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues [3]	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing [3]	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3rd Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES

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Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practice Security Policies	On-Going	YES
➜ BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups [1]	24x7x365	YES
Troubleshoot Server and Computer Backup Failures [1]	As Needed	YES
Monitor Office365 Backups [1]	24x7x365	YES
Troubleshoot Office365 Backup Failures [1]	As Needed	YES
Manual Test Restore & Report of All Approved Backups [1]	Monthly	YES
➜ PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues [3]	As Needed	YES
Warranty Claim Processing [3]		
➜ NETWORK		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES

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Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing [3]		
➔ **DOMAIN NAMES**		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
➔ **MOBILE PHONES & TABLETS**		
Configure Outlook or Mail App [2]	As Needed	YES
Configure VPN	As Needed	YES
Configure OneDrive for Business App [2]	As Needed	YES
Configure Teams for Business App	Ass Needed	YES
11➔ **OFFICE 365**		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups [1]	As Needed	YES
Install & Connect OneDrive Desktop Client [2]	As Needed	YES

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Configure Best Security Practices	As Needed	YES
Install & Connect Teams Desktop Client (2)	As Needed	YES

(1) Only applies to when using the Backup Platforms in our Recommended Technology Platform.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

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APPENDIX D

APPROVED SOFTWARE LIST

⇒ Microsoft Software – *Microsoft Office Suite*

⇒ Google *Chrome*

⇒ Adobe Applications – *Reader, Air, Shockwave*

⇒ Java Runtime Environment

⇒ PDF Creator

⇒ 7 Zip

⇒ FileZilla

⇒ Webroot Anti-Virus

⇒ Acronis – *ShadowProtect, ImageManager*

⇒ Synology Active Backup

⇒ Vendor specific

APPENDIX E

DEFINITIONS & INTERPRETATIONS

"Agreement" means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal.

"Plan Fee" means a quote provided to You by Us.

"Proposal" means a Quote or Proposal provided to You by Us.

"Rate Schedule" means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion.

"Recommended Technology Platform" is the list of Software and Hardware found at *blueguysit.com/rtp* and updated by Us from time to time.

"Response Time" Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our

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General Terms and Conditions and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

"Services" means the provision of any services by us including work, advice, and recommendations.

"Service Request" means any request for work that either you ask us to perform, or we perform proactively on your behalf.

"Software" includes software and any installation, update, associated software, and any services provided in connection with any of these things.

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APPENDIX F
LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.

EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted **<Your Company>** to manage our IT and Technology needs.

To be able to do this effectively, **< Company Name>** needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at **<Company Name>** to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise. Should you require any further details, please let us know.

Regards,

<Clients Name>
<Title>

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APPENDIX G
PC WORKSTATION HARDWARE
- i5 9th Generation **Intel** or equivalent
- 16GB RAM
- 256GB SSD
- **Microsoft Windows** 10 or 11 Pro
- **Microsoft Entra ID** joined with standard account (non-admin)

SOFTWARE
- **Microsoft 365** Business Premium
- **Microsoft 365** Defender for Office 365 Plan 2
- **Todyl** Advance SASE VPN Cloud Firewall
- **Elastic Security** EDR/NGAV
- **NinjaOne** RMM/Workstation Backup
- **Axcient** Microsoft 365 Cloud Backup
- **Octiga** Security Platform for Microsoft 365
- **Adobe PRO** (if editing PDFs)

SOFTWARE CONFIGURATION
1. **Admin Access Restriction:** We will be removing administrative access from all workstations, retaining only a single least privileged account that we will create for you.
2. **Endpoint Detection and Response (EDR) Upgrade:** If not already done, we will be upgrading your systems from traditional antivirus solutions to a more advanced Endpoint Detection and Response (EDR) solution.
3. **Location-Based Conditional Access:** We will configure location-based conditional access whenever possible to enhance security protocols.
4. **Office 365 Security Best Practices:** Your Office 365 account will be modified to adhere to current security best practices, ensuring that your data remains protected.
5. **Multi-Factor Authentication (MFA) Enforcement:** We will enforce MFA across all vendor platforms that we provide, further securing your systems against unauthorized access.
6. **Vendor Remote Access Requests:** Moving forward, a vendor request form must be completed anytime a vendor requires remote access to your systems.
7. **Quarterly Vulnerability Scans:** We will perform quarterly vulnerability scans on your network to proactively identify and address potential threats.
8. **Hardware Purchase Consultation:** To avoid potential security risks, we will no longer allow the purchase of hardware from outside vendors without prior consultation with us.
9. **Personal Device Access Restrictions:** We will no longer permit personal PCs to access company data, ensuring that sensitive information remains within your secure network.
10. **Mobile Device Email and Microsoft Office Access:** Access to email and Microsoft Office on mobile devices will be allowed with the use of a VPN

FIXED FEE IT SUPPORT AGREEMENT

Product/Service	Description	Qty
Workstation Coverage - Premium	• Setup, Administration, Support, and Ongoing Security Best Practices • BitLocker Enforcement • OneDrive Backup + Management • Standard Account Management • SOC2 Compliant Image Based Cloud Backup • Software and Hardware Inventory • Proper Workstation Disposal • Quarterly Vulnerability Scans • Business Hours Helpdesk • PC Maintenance and Patching • Blue Guys Support Application • Monthly Remote Maintenance (a recurring ticket is created, and a tech reviews your software, hardware, internet filtering, etc.) (Retail $119)	
Additional Laptop/Desktop Managed IT Services	Additional Laptop/Desktop Managed IT Services (Retail $39)	
Todyl Advanced SASE VPN	• Secure Access Service Edge (SASE) • ZeroTrust Network Access (ZTNA) • Location Based Conditional Access, Always-On VPN • Software Defined Perimeter/Conditional Access • Internal Segmentation/LAN Zero Trust • Next-Gen L7 Firewall • DPI & SSL Inspection • Web Proxy & Malicious URL Defense • Content Filtering • Secure DNS w/DoH & DoT Guard • Secure RDP • Advanced Malware Threat Detection (scans with 15 different AV engines) • Wi-Fi Security & Integrated Privacy VPN • Security Information and Event Management (SIEM) • Setup, Administration, Support, and Ongoing Security Best Practices • 24/7/365 Live Security Operation Team (Retail $29)	

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Microsoft Business Premium with Advanced Security	• COM Domain Management • Entra ID joined Workstations • Setup, Administration, Support, and Ongoing Security Best Practices • External Email Flagged • DMARC/SPF Configuration • Monthly Phishing Campaigns • Defender for Office Plan 2 (includes phishing/training/improved security) • 3rd Party Backup • Global Admin Management • Least Privilege Management • MFA Enforcement • Location-Based Conditional Access • Proper Employee Removal (Retail $39)	
Microsoft Exchange Online with Advanced Security	• 100 GB mailbox and messages up to 150 MB • Built-in data loss prevention (DLP) • Cloud Voicemail services with call answering, dial-in UI, and automated attendant • Outlook on the web provides a premium browser-based experience • Focused Inbox makes it easy to track email that matters most • Automatically move old messages to an In-Place Archive • Setup, Administration, Support, and Ongoing Security Best Practices • External Email Flagged • DMARC/SPF Configuration • Monthly Phishing Campaigns • Defender for Office Plan 2 (includes phishing/training/improved security) • 3rd Party Backup • Global Admin Management • Least Privilege Management • MFA Enforcement • Location-Based Conditional Access • Proper Employee Removal (Retail $15)	
Additional Services Provided	• Cybersecurity Reviews 2x per year • Server Maintenance and Patching (Monthly) • Network Maintenance and Patching (Monthly) • Scanner and Printer Maintenance (for devices purchased through Blue Guys IT) (No cost)	
Server (If applicable)	Maintenance and monitoring (Retail $199)	
Network (If applicable)	Maintenance and Monitoring (Retail $199)	

*IMPORTANT - Please note that these quantities may be increased during the contract term, but not decreased.

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1 year contract: $XXXX/month
Contract effective dates: Jan 1, 20__ - Dec 31, 20__

*Additional Employees $119/month, Additional workstations $39/month, Additional 365 Business Premium Licenses with Advanced Security $39/month, Additional Email Only Licenses with Advanced Security $15/month.

_____

Authorized Signature   Date

We require a bank account or card to be on file for IT services, and your account will be debited on the first of each month. Hardware purchases will be charged to this account on the day of the order unless other arrangements have been made. You can add an account at blueguysit.com/ach. Thank you!

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