

Managed Services Agreement

Mach3 Technical LLC

This Managed Services Agreement (“Agreement”) is entered into as of _____, 20____, by and between Mach3 Technical LLC, a Washington limited liability company (“Provider”), and _____ (“Client”), collectively the “Parties.”

1. Scope of Services

Provider agrees to furnish Client with information technology support services (“Services”), which may include but are not limited to:

- Monitoring: Continuous remote monitoring of servers, endpoints, and network systems.
- Patching: Deployment of security updates, firmware patches, and system upgrades on a commercially reasonable schedule.
- Antivirus & Endpoint Protection: Licensing and management of antivirus and endpoint security solutions.
- Break/Fix & Best Effort Support: On-demand technical support, repair, or remediation services.

The precise scope may be further defined in attached Statements of Work (SOWs), which shall be incorporated into this Agreement by reference.

2. Fees & Compensation

Client agrees to compensate Provider as follows:

- Hourly Labor Rate: \$125.00 per hour for standard IT support, consulting, and engineering services.
- Endpoint Protection & Maintenance: \$22.00 per endpoint, per month.
- Server Maintenance: \$45.00 per server, per month.
- Break/Fix or Best Effort Introductory Rate: \$85.00 per hour, plus travel expenses.
- Travel Premium: \$15.00 per hour added for on-site services requiring travel.

Invoices shall be issued monthly in arrears. Payments are due within thirty (30) days of invoice date. Past due balances shall accrue interest at the lesser of 1.5% per month or the maximum rate allowed under Washington law. Client shall also be responsible for reasonable collection costs, including attorney’s fees.

3. Service Levels

Provider shall exercise commercially reasonable efforts to respond to critical service tickets within four (4) business hours, and non-critical requests within one (1) business day. Provider does not guarantee uninterrupted or error-free operation of Client systems.

4. Client Responsibilities

Client shall:

- Provide timely access (remote and/or on-site) to systems, credentials, and personnel.
- Maintain appropriate backup power, HVAC, and environmental controls for on-premise equipment.
- Refrain from modifying systems or configurations without Provider’s written consent.

5. Term & Termination

Mach3 Technical LLC

This Agreement shall commence on the Effective Date and remain in force for twelve (12) months, automatically renewing for successive one-year terms unless either Party provides thirty (30) days' prior written notice of intent not to renew.

Either Party may terminate this Agreement for material breach if such breach remains uncured after thirty (30) days' written notice.

6. Confidentiality

Both Parties agree to maintain in strict confidence all confidential or proprietary information disclosed during the term of this Agreement, and not to disclose such information except as required by law.

7. Intellectual Property

All software, tools, scripts, monitoring configurations, or proprietary methods developed by Provider remain Provider's sole property. Client retains ownership of its own data, files, and business information.

8. Insurance

Both Provider and Client shall each maintain commercially reasonable general liability and cyber liability insurance coverage during the term of this Agreement.

9. Indemnification & Limitation of Liability

Each Party shall indemnify the other against third-party claims arising from its own negligence or misconduct.

Provider's total cumulative liability under this Agreement shall not exceed the total fees paid by Client in the preceding twelve (12) months, except in cases of gross negligence or willful misconduct.

10. Force Majeure

Provider shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, cyber-attacks, labor disputes, or utility failures.

11. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of law principles.

The Parties agree first to attempt mediation; failing resolution, disputes shall be resolved by binding arbitration in King County, Washington.

12. Entire Agreement

This Agreement, together with any attached SOWs, constitutes the entire understanding between the Parties and supersedes all prior oral or written agreements. Any amendment must be in writing and signed by both Parties.

Signatures

Mach3 Technical LLC

Complete the fields below to execute this Agreement.

Mach3 Technical LLC

Client

By:

By:

Title:

Title:

Date:

Date: