

Technology Managed Services Terms and Conditions

1. Scope of Services:

1.1 Cyber Solutions, LLC provides Technology Managed Services to customers, including but not limited to network monitoring, system maintenance, managed backups, cybersecurity, helpdesk support, cloud-based services, website management, and other related services.

1.2 The services are designed to maintain and optimize the Customer's Technology infrastructure, ensuring reliability, security, and performance.

1.3 The Customer acknowledges that the security of information technology is subject to various external influences and potential threats beyond the control of Cyber Solutions, LLC. Therefore, Cyber Solutions, LLC makes no explicit or implied guarantees regarding the absolute security of the services provided under this contract.

2. Service Agreement:

2.1 By engaging in Technology Managed Services with Cyber Solutions, LLC the Customer agrees to adhere to the terms and conditions outlined herein.

2.2 Any amendments or modifications to this agreement must be in writing and agreed upon by both parties.

3. Service Levels:

3.1 Cyber Solutions, LLC will provide services in accordance with agreed-upon service levels outlined in the Service Level Agreement (SLA).

3.2 SLA terms may include response times, resolution times, and other performance metrics.

4. Fees and Payment:

4.1 The Customer will be billed according to the agreed-upon fee structure outlined in the quote.

4.2 Invoices are issued on a monthly basis.

4.3 Cyber Solutions, LLC charges a \$35 administrative fee to handle reoccurring payments that are not set up on autopay. This fee is per payment.

4.4 Cyber Solutions, LLC accepts ACH, PayPal, and credit/debit cards for technology managed service payments. Cyber Solutions, LLC offers a 3% discount for ACH payments, the discount is forfeited if the Customer pays by credit or with debit card. All quotes include the ACH payment discount.



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4.5 Payment is due upon receipt and delinquent after thirty (30) days.

4.6 Any outstanding balance that remains unpaid for thirty (30) days from the invoice date shall accrue interest at a rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law.

4.7 Late payments may result in suspension of services until the outstanding balance is settled. If the Customer's services are more than thirty (30) days past due, Cyber Solutions, LLC will send a certified letter to the Customer, notifying the Customer of the past due payment. If the Customer's accounts aren't brought current within ten (10) days of receiving notice, Cyber Solutions, LLC will suspend all the Customer's services. If the Customer's accounts aren't brought current after an additional twenty (20) days Cyber Solutions, LLC will terminate services, this includes holding any of the Customer data. If services are terminated the Customer may lose all of their data.

4.8 If the Customer fails to pay any past due balances, Cyber Solutions, LLC reserves the right to, among other things, engage an attorney or a collections agency to collect the delinquent balances. The Customer agrees to pay all fees and costs incurred by Cyber Solutions, LLC in connection with the collection of such delinquent balances, including without limitation, any and all administrative labor that Cyber Solutions, LLC incurs in conjunction with collection attempts, court costs, attorneys' and/or collections agencies' fees plus interest in an amount equal to the lesser of 1.5% per month or the maximum rate permitted by law.

5. Term and Termination:

5.1 The initial term of this agreement is perpetual, commencing on the effective date.

5.2 Either party may terminate the agreement with written notice, subject to the terms of the termination clause.

5.3 If the Customer wishes to terminate services with Cyber Solutions, LLC they must give thirty (30) days' notice, or at least one billing cycle notice, whichever is greater.

5.4 Cyber Solutions, LLC does not have termination fees, however the Customer may be responsible for third-party vendor termination fees.

6. Customer Responsibilities:

6.1 The Customer agrees to provide necessary cooperation, access, and information to facilitate the provision of Technology Managed Services.

6.2 The Customer is responsible for ensuring compliance with software licensing agreements for applications used in conjunction with Technology Managed Services.

6.3 The Customer acknowledges and agrees to be responsible for the proper management of the technology life cycle associated with the systems, hardware, and software covered under this



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managed service contract. This responsibility includes, but is not limited to equipment procurement and replacement, software updates and licensing, hardware maintenance and upgrades, end-of-life planning for technology, and compatibility checks.

6.4 If the Customer does not maintain proper licensing in order for technology to properly function, the Customer consents to Cyber Solutions, LLC obtaining and maintaining proper licensing for the Customer at a 10% markup.

7. Products Purchased from Third-Party Vendors

7.1 If the Customer purchases any hardware or software (anything identified as non-labor), on their own accord from another vendor or supplier other than Cyber Solutions, LLC, the customer will be charged an additional ten percent (10%) of the total retail cost of ALL items required to be worked on and/or installed. Any purchase of equipment with a cost of less than \$100.00 per item will be excluded from the ten percent (10%) fee, e.g. purchases of mice, keyboards or consumables.

7.2 The Customer must provide Cyber Solutions, LLC with the quote or invoice from the supplying (winning) vendor or supplier.

7.3 If the Customer does not provide a quote or invoice, then the percentage will be based on pricing found using online retailers, manufacture suggested retail price (MSRP), or a "Google" search. The percentage will be based on the greater price found by these methods.

7.4 No sale, clearance, closeout, discounted, second-hand, used, open-box, seconds, lots, remanufactured, renewed, free (zero dollars), got it from a friend, barter, quid pro quo, bankruptcy, other (non-winning) estimates and/or quoted pricing will be used.

7.5 The Customer has approved this ten percent (10%) charge automatically when purchasing the product using a different vendor other than Cyber Solutions, LLC by their own decision making, freewill, or business policy, and then orders (approves) Cyber Solutions, LLC technical (labor) resources to install the Customer purchased item(s). Any missing item(s), components, cabling, and/or anything that is required to be supplied to fulfill the Customer's requirement to install and/or make the item(s) work, will be automatically approved, supplied, and invoiced in addition to the ten percent (10%) charge listed above in this paragraph.

8. Tampering or Meddling by Third Parties Vendors:

8.1 Cyber Solutions, LLC and the Customer are aware that various vendors may be involved in a heterogeneous technology environment.

8.2 In the event that a third-party vendor interferes with a system or service either within or outside their designated project scope, resulting in Cyber Solutions, LLC's intervention to rectify the issue to the satisfaction of the Customer or in the event of prolonged downtime exceeding the Customer's expectations, Cyber Solutions, LLC shall undertake the necessary remedial actions at



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double the standard time and material rate. Cyber Solutions, LLC will invoice the Customer directly and automatically upon completion of the work. It shall be the responsibility of the Customer to seek reimbursement from the interfering vendor.

8.3 Due to the unforeseeable nature of potential damages, of the affected systems, all warranties of workmanship, uptime, performance, and system guarantees are voided for a period of two years. All warranties on hardware are permanently voided until the equipment is purchased and replaced by Cyber Solutions, LLC qualified technicians.

9. Confidentiality:

9.1 Both parties agree to maintain the confidentiality of each other's proprietary information and data, including but not limited to trade secrets.

9.2 Cyber Solutions, LLC will take reasonable measures to secure the Customer's data and ensure privacy.

10. Liability:

10.1 The Customer acknowledges and agrees that despite Cyber Solutions, LLC best efforts to provide robust network security measures, certain risks persist, particularly concerning unauthorized access or compromise of the network. These risks may arise from various sources, including but not limited to the actions of the Customer or third-party vendors.

10.2 The Customer acknowledges that they bear sole responsibility for exercising judgment and due diligence in safeguarding their network environment. This includes, but is not limited to, exercising caution when interacting with emails, links, or attachments from unknown or suspicious sources, commonly known as phishing attempts.

10.3 Cyber Solutions, LLC shall not be held liable for any damages, losses, or liabilities resulting from the Customer's or third-party vendors' actions, including but not limited to the compromise of the network due to phishing or similar activities. The Customer agrees to indemnify and hold harmless Cyber Solutions, LLC against any claims, demands, or actions arising from such incidents.

10.4 The Customer agrees to promptly notify Cyber Solutions, LLC of any suspicious activity or potential security breaches detected within their network environment, to allow for timely response and mitigation efforts.

10.5 Cyber Solutions, LLC's liability is limited to the cost of the services provided. If there is a technology breach that occurs, and Cyber Solutions, LLC is at fault. Cyber Solutions, LLC liability is limited to the cost of services provided. The Customer agrees not to hold Cyber Solutions liable for more than one-year of services, and any liability only goes back to the date the services were impacted.



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10.6 The Customer agrees to indemnify Cyber Solutions, LLC against any other liability related to the services provided to the customer by Cyber Solutions, LLC.

10.7 Cyber Solutions, LLC does not engage in the unauthorized sale or distribution of customer data to external entities. However, in the course of providing Technology managed services, Cyber Solutions, LLC may disclose certain customer data to third-party service providers integral to the fulfillment of contracted services.

11. Data Protection and Security:

11.1 Cyber Solutions, LLC will implement reasonable security measures to protect the Customer data.

11.2 Cyber Solutions, LLC agrees no mobile information will be shared with third parties or affiliates for marketing or promotional purposes. All other categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

11.2 In the event of a security breach, Cyber Solutions, LLC will notify the Customer promptly, upon Cyber Solutions, LLC, becoming aware of the breach.

11.3 In the event of a security breach, Cyber Solutions, LLC offers one year of credit monitoring. The Customer must accept credit monitoring services, within ninety (90) days of notice.

12. Modification of Terms:

12.1 Cyber Solutions, LLC reserves the right to modify these terms and conditions at any time. The Customer will be notified of any changes.

12.2 Any modifications to the terms of this contract will be communicated through notification, either on the first page of the invoice or conveyed through a separate written letter. The act of continued payment following such notification shall be deemed as the Customer's acceptance of the introduced changes. It is the Customer's responsibility to review any provided notifications and terms accompanying each invoice. Acceptance through continued payment implies acknowledgment and agreement with the updated terms outlined in the notification.

13. Governing Law:

13.1 This contract shall be governed by the laws of the State of Iowa.

13.2 Any disputes arising out of or relating to this contract, including its existence, validity, interpretation, performance, breach, or termination shall be resolved through the State Courts located in Warren County, Iowa. Each party consents to the jurisdiction of such courts and agrees that process may be served in the manner provided by applicable law or court rule.



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By engaging in the Technology Managed Services Agreement with Cyber Solutions, LLC, the Customer acknowledges having read and understood these terms and agrees to be bound by them.

Date: _____

Customer