



**SaveryTech Managed IT
Services: Predictable IT
Support with a Real Local
Technology Partner**

SAVERYTECH MANAGED IT SERVICES AGREEMENT

This Managed IT Services Agreement ("Agreement") is entered into between:

SaveryTech LLC, DBA SaveryTech

Lawrence, Michigan

Phone: 616-613-6793

Email: info@saverytech.com

Hereinafter referred to as "**SaveryTech**"

and

Client Legal Name: _____

Business/Organization Name: _____

Address: _____

City, State, ZIP: _____

Primary Contact: _____

Phone: _____

Email: _____

Hereinafter referred to as "**Client.**"

Effective Date: _____

1. PURPOSE OF AGREEMENT

This Agreement establishes the terms under which SaveryTech will provide managed information technology services to Client.

SaveryTech provides managed IT services intended to provide Client with predictable technology support, regular on-site attention, infrastructure management, troubleshooting, and general technology assistance without requiring Client to enter into a long-term or multi-year service contract.

The service structure is based upon a monthly per-user fee, a shared pool of Service Allocation hours, and regularly scheduled on-site visits.

2. COVERED USERS

For purposes of this Agreement, a **Covered User** is an individual authorized by Client to use Client's information technology systems, devices, network, applications, or other technology resources and who is included in Client's managed IT services.

2.1 Initial Covered User Count

The initial number of Covered Users shall be based upon Client's **normal or average number of employees/users at the time this Agreement is established**, rather than requiring the parties to change the monthly service fee every time an employee temporarily leaves or a replacement employee is hired.

Initial Covered User Count: _____

Initial Monthly Service Fee: \$ _____

The parties recognize that employee and user counts may naturally fluctuate during the ordinary course of business. A temporary change in staffing, including an employee leaving and being replaced, will not by itself require an immediate adjustment to the monthly service fee.

2.2 Changes in Covered Users

If Client experiences a sustained or material change in its normal staffing level, the parties may review the number of Covered Users and adjust the monthly service fee accordingly.

SaveryTech and Client agree that the purpose of this approach is to establish a reasonable representation of Client's normal technology support requirements rather than to require constant billing adjustments caused by ordinary employee turnover.

Any material adjustment to the Covered User count will be communicated to Client before being reflected in the recurring monthly service fee.

3. MONTHLY SERVICE FEE

The standard managed IT service rate is:

\$130 per Covered User per month

Client's initial monthly service fee shall therefore be:

_____ **Covered Users × \$130 = \$_____ per month**

The monthly service fee provides Client with the services and Service Allocation described in this Agreement.

The service is provided on a **month-to-month basis** and does not require a 12-month or 24-month commitment.

4. SERVICE ALLOCATION

Each Covered User provides:

Two (2) hours of monthly Service Allocation

The Service Allocation is pooled across the Client's organization.

For example, a Client with five Covered Users receives:

5 Covered Users × 2 hours = 10 hours of monthly shared Service Allocation.

The Service Allocation is shared across the organization and may be used where Client's IT needs are greatest.

4.1 Examples of Service Allocation Use

Service Allocation may be used for activities including:

- End-user technical support;
- Computer troubleshooting;
- Software troubleshooting;
- Network and infrastructure management;
- Routine system maintenance;
- User account and access management;
- Configuration and technology administration;
- General IT support and troubleshooting; and
- Other ordinary managed IT services agreed upon by SaveryTech and Client.

These uses are consistent with the SaveryTech service description provided to Client.

4.2 No Individual User Hour Assignment

Service Allocation hours belong to the Client organization as a shared pool. They are not individually assigned to specific employees.

Client may therefore use available Service Allocation for one employee, multiple employees, infrastructure, or other covered technology needs.

4.3 Unused Service Allocation

Unused monthly Service Allocation hours **do not carry forward or accumulate into future months.**

At the beginning of each new monthly service period, Client receives a new Service Allocation based upon the number of Covered Users.

The parties acknowledge that this structure represents a **trade-off for both SaveryTech and Client.**

Client receives the flexibility and freedom of a month-to-month managed IT relationship without being locked into a long-term contract. In exchange for providing that flexibility and accepting the risk associated with maintaining service availability without a long-term commitment, SaveryTech does not carry unused Service Allocation hours forward from one month to another.

The monthly Service Allocation is therefore intended to provide a predictable level of available service while maintaining the flexibility of the month-to-month relationship.

5. INCLUDED ON-SITE SERVICE

The monthly managed IT service includes regularly scheduled on-site visits from a SaveryTech technician.

These visits are:

- Included at no additional charge;
- **Separate from and in addition to the monthly Service Allocation;** and
- Intended to provide proactive, in-person technology support.

Each scheduled on-site visit includes **up to one (1) hour of on-site service.**

The included visit may be used for activities such as:

- Reviewing technology issues;
- Addressing issues better handled in person;
- Performing routine technology checks;

- Reviewing the technology environment;
- Providing in-person user assistance; and
- Maintaining familiarity with Client's technology environment.

The SaveryTech service structure specifically provides that these visits are separate from and in addition to the monthly Service Allocation.

6. ON-SITE VISIT FREQUENCY

The frequency of included on-site visits is determined by the number of Covered Users.

Covered Users Included On-Site Visits

1–9	One visit per month
10–30	One visit every other week
31+	At least one visit per week

Each included visit is limited to one hour.

These visits are intended to provide proactive, in-person attention and are not limited solely to emergency response.

7. ADDITIONAL SERVICE

Once Client's monthly Service Allocation has been exhausted, additional standard managed IT services will be billed at:

\$75 per hour per technician

Additional services may include troubleshooting, support, configuration, maintenance, infrastructure management, or other services that would ordinarily fall within the scope of the managed IT relationship but for which the monthly Service Allocation has already been used.

SaveryTech will communicate with Client regarding significant additional work before proceeding whenever reasonably practical.

8. PROJECT WORK AND EXTENDED SERVICE SESSIONS

Individual service sessions requiring more than **four (4) consecutive hours** are considered project work.

Project work will be billed at:

\$75 per hour per technician, unless otherwise agreed upon in writing by SaveryTech and Client.

This allows the parties to establish a different rate or project price when the scope, complexity, duration, or nature of a particular project warrants it.

SaveryTech will make reasonable efforts to communicate with Client before undertaking significant project work.

9. SERVICE SCHEDULING

SaveryTech will make reasonable efforts to provide services in a timely manner based upon the nature and urgency of the request.

Service requests may be handled remotely, on-site, by telephone, electronically, or through other methods determined appropriate by SaveryTech.

Included on-site visits will generally be scheduled in advance between SaveryTech and Client.

Emergency or urgent service may be handled differently depending upon availability and circumstances.

10. CLIENT RESPONSIBILITIES

Client agrees to:

1. Provide SaveryTech with reasonable access to systems, devices, facilities, and information necessary to provide contracted services.
2. Provide accurate information concerning technology issues.
3. Identify appropriate Client personnel who may authorize technology changes or services.
4. Maintain appropriate administrative and user access necessary for SaveryTech to perform agreed services.
5. Notify SaveryTech of significant changes to Client's technology environment.

6. Notify SaveryTech when material changes occur in the number of employees or Covered Users.
7. Maintain appropriate licenses for software and services used by Client.
8. Cooperate reasonably with SaveryTech when troubleshooting or implementing technology changes.
9. Maintain appropriate authority and responsibility for business decisions involving Client's technology systems and data.

Client remains responsible for its business operations, data, legal obligations, software licensing, and decisions regarding the use of its technology.

11. SAVERYTECH RESPONSIBILITIES

SaveryTech agrees to provide managed IT services in a professional manner consistent with the services described in this Agreement.

SaveryTech will:

- Provide the agreed monthly Service Allocation;
 - Provide included on-site visits based upon Client's Covered User count;
 - Provide additional services at the stated hourly rate when applicable;
 - Communicate with Client regarding significant additional work whenever reasonably practical;
 - Maintain reasonable communication with Client regarding service-related matters; and
 - Work collaboratively with Client to maintain and improve Client's technology environment.
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12. THIRD-PARTY SERVICES AND VENDORS

Client may use third-party technology providers, software vendors, internet service providers, cloud providers, telecommunications providers, hardware manufacturers, or other technology companies.

SaveryTech may assist Client with troubleshooting or coordinating with such providers when the work falls within the services covered by this Agreement.

SaveryTech does not control third-party services and cannot guarantee the performance, availability, pricing, policies, or actions of third-party providers.

Third-party charges are not included in Client's monthly SaveryTech service fee unless specifically stated otherwise in writing.

13. HARDWARE AND TECHNOLOGY PURCHASES

Managed IT service fees do not include the purchase price of computers, servers, networking equipment, software licenses, cloud services, subscriptions, replacement parts, or other technology unless specifically stated otherwise.

As a benefit of the SaveryTech MSP relationship, Client will receive:

10% off eligible SaveryTech professionally upgraded, used technology.

The discount applies to eligible technology sold directly by SaveryTech and does not automatically apply to third-party purchases or services.

The SaveryTech service information identifies this 10% technology discount as a benefit of the managed IT relationship.

14. SOFTWARE AND LICENSES

Client is responsible for maintaining appropriate licenses for software used by Client.

SaveryTech may assist with software installation, configuration, troubleshooting, or administration when such services fall within the scope of this Agreement.

SaveryTech will not knowingly install or facilitate the use of unlicensed software.

15. DATA BACKUP AND DATA RECOVERY

SaveryTech does **not directly provide or operate Client's backup services as part of this managed IT agreement.**

SaveryTech may:

- Support existing backup systems;
- Assist with troubleshooting backup systems;

- Assist with configuration and administration of existing backup solutions;
- Review backup practices when requested;
- Make recommendations regarding backup and recovery solutions; and
- Assist Client in responding to backup or recovery issues.

SaveryTech will make reasonable efforts to support and advise Client regarding backup and recovery technology. However, **the ultimate responsibility for selecting, purchasing, maintaining, monitoring, and determining the adequacy of Client's backup and recovery solution remains with Client.**

SaveryTech may recommend backup or disaster recovery solutions when it identifies potential deficiencies, but recommendations do not constitute a guarantee that Client's data will be recoverable following hardware failure, software failure, cyberattack, accidental deletion, natural disaster, or other event.

Client understands that SaveryTech will provide its best reasonable effort in supporting backup and recovery systems but cannot guarantee the existence, completeness, accuracy, availability, or recoverability of Client's data.

16. CYBERSECURITY

SaveryTech may provide technology support relating to cybersecurity, system configuration, account management, access control, endpoint security, network security, and other security-related activities when such services fall within the scope of this Agreement.

No managed IT agreement can guarantee that Client's systems will never experience malware, ransomware, unauthorized access, data loss, phishing, security incidents, or other cybersecurity events.

Additional cybersecurity services may be recommended or contracted separately when appropriate.

Client acknowledges that cybersecurity is a shared responsibility and that Client remains responsible for business decisions concerning security controls, policies, insurance, employee practices, and risk acceptance.

17. CONFIDENTIALITY

Each party agrees to treat confidential business, technical, financial, operational, and other non-public information received from the other party as confidential.

SaveryTech may have access to Client systems and information solely for purposes of providing authorized services.

SaveryTech will use reasonable care to protect Client information from unauthorized disclosure.

This provision does not prevent disclosure when required by law or when reasonably necessary to provide authorized services.

18. ACCESS TO CLIENT SYSTEMS

Client authorizes SaveryTech to access Client's computers, networks, systems, applications, and other technology resources as reasonably necessary to provide services under this Agreement.

SaveryTech will limit such access to legitimate service-related purposes.

Client agrees that authorized SaveryTech technicians may use administrative credentials or other appropriate access mechanisms when necessary to perform authorized work.

19. SERVICE RECORDS

SaveryTech may maintain records relating to service requests, service time, equipment, configurations, troubleshooting activities, and other information necessary to administer Client's managed IT relationship.

Such records may be used to:

- Track Service Allocation;
- Document completed work;
- Troubleshoot recurring issues;
- Maintain knowledge of Client's environment;
- Prepare invoices; and
- Improve service delivery.

20. BILLING AND PAYMENT

Client agrees to pay the monthly managed IT service fee established under this Agreement.

Monthly Service Fee: \$ _____

20.1 Initial Payment

Before managed IT services begin, Client will provide payment for **one full month of managed IT services in advance**, unless otherwise agreed upon in writing by SaveryTech.

The initial advance payment will be applied to the first month of contracted service.

20.2 Recurring Monthly Billing

SaveryTech will issue the monthly service invoice on or about the **21st day of each month** for managed IT services to be provided during the following month.

The invoice will be **due on the 1st day of that month**.

For example:

Invoice issued: October 21

Services covered: November

Payment due: November 1

20.3 Additional Services

Additional services, project work, equipment, software, third-party services, and other separately billable items will be invoiced in addition to the recurring monthly service fee when applicable.

20.4 Payment Responsibility

Client agrees to maintain timely payment of all invoices.

Payment of the monthly managed IT fee does not create a credit balance for unused Service Allocation hours.

21. CHANGES TO SERVICE PRICING

SaveryTech may modify its standard service pricing in the future.

SaveryTech agrees to provide Client with **at least ninety (90) days written notice of any increase or other change to the recurring monthly service pricing**.

The 90-day notice period is intentionally consistent with the standard amount of notice that either party must provide to terminate the managed IT services.

A pricing change will not take effect until the date identified in the written notice.

If Client does not wish to continue under the new pricing, Client may provide notice of termination in accordance with Section 23.

22. MONTH-TO-MONTH TERM

This Agreement is a **month-to-month service agreement**.

There is no minimum 12-month or 24-month commitment.

The Agreement will automatically continue from month to month unless terminated in accordance with Section 23.

This month-to-month structure is a fundamental part of the SaveryTech managed IT service offering.

23. TERMINATION / DISMISSAL

Either SaveryTech or Client may terminate this Agreement by providing **ninety (90) days written notice** to the other party.

The Agreement will remain in effect during the 90-day notice period, and both parties will continue to fulfill their respective obligations.

23.1 Mutual 30-Day Termination

The parties may mutually agree in writing to reduce the termination notice period from 90 days to **thirty (30) days**.

A 30-day termination is valid only when **both SaveryTech and Client consent to the shortened notice period**.

Neither party may unilaterally require the other party to accept a 30-day termination period.

The 90-day standard and mutually agreed 30-day option are part of the SaveryTech service structure.

24. TERMINATION FOR NONPAYMENT

If Client fails to pay amounts due under this Agreement, SaveryTech may provide written notice of the outstanding balance and request payment.

If the balance remains unpaid after reasonable notice, SaveryTech may suspend services or terminate the Agreement as permitted by applicable law.

Suspension or termination of services does not eliminate Client's obligation to pay amounts already incurred.

25. TERMINATION FOR MATERIAL BREACH

Either party may terminate this Agreement if the other party materially violates the terms of this Agreement and fails to reasonably correct the violation after receiving written notice.

Nothing in this section eliminates the parties' obligations concerning amounts already owed or other obligations that reasonably survive termination.

26. TRANSITION FOLLOWING TERMINATION

Upon termination, SaveryTech and Client will reasonably cooperate to transition Client's technology support relationship.

Client remains responsible for all outstanding charges through the effective termination date.

Any transition work requested by Client that falls outside ordinary termination-related administrative activities may be billed at SaveryTech's then-current hourly rate.

27. LIMITATION OF SERVICE GUARANTEE

SaveryTech will make reasonable efforts to provide reliable and professional managed IT services.

However, technology systems depend upon hardware, software, internet connectivity, third-party services, manufacturers, telecommunications providers, cloud services, and other factors outside SaveryTech's control.

SaveryTech does not guarantee uninterrupted operation of Client's technology systems.

28. LIMITATION OF LIABILITY

To the extent permitted by applicable law, SaveryTech shall not be responsible for indirect, incidental, consequential, special, or punitive damages arising from Client's use of technology services.

SaveryTech's responsibility is limited to services that SaveryTech has agreed to provide under this Agreement.

Nothing in this Agreement is intended to waive rights or protections that cannot legally be waived.

29. INDEPENDENT CONTRACTOR

SaveryTech is an independent contractor and is not an employee, partner, joint venturer, or agent of Client except where expressly authorized in writing for a specific purpose.

Nothing in this Agreement creates an employment relationship between Client and SaveryTech or between Client and any SaveryTech technician.

30. CHANGES TO THIS AGREEMENT

Changes to this Agreement may be made only by written agreement between SaveryTech and Client.

Email or other electronic written communication may be used to document mutually agreed changes when the parties clearly indicate their intent to modify the Agreement.

31. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Michigan**, without regard to conflict-of-law principles.

32. ENTIRE AGREEMENT

This Agreement, together with any mutually executed attachments or written amendments, represents the complete agreement between SaveryTech and Client concerning the managed IT services described herein.

Any prior discussions, proposals, marketing materials, or verbal understandings concerning these services are superseded by this Agreement to the extent they conflict with its terms.

33. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

34. ELECTRONIC SIGNATURES

The parties agree that electronic signatures, scanned signatures, and electronically transmitted copies of signed documents may be treated as originals to the extent permitted by applicable law.

35. ACKNOWLEDGMENT

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this Managed IT Services Agreement.

The parties specifically acknowledge that:

- The service is **month-to-month**.
- The monthly rate is based upon the normal number of Covered Users.
- Ordinary employee turnover will not necessarily result in immediate changes to the Covered User count.
- Each Covered User provides two hours of shared monthly Service Allocation.
- Service Allocation is pooled across the organization.
- Unused Service Allocation does not carry forward.
- The no-rollover structure is part of the trade-off for providing a flexible month-to-month service rather than requiring a long-term contract.
- Included on-site visits are separate from the Service Allocation.
- Additional standard service after the monthly allocation is exhausted is billed at \$75/hour per technician.
- Sessions exceeding four consecutive hours are treated as project work and billed at \$75/hour per technician unless otherwise agreed upon.

- The initial month's managed IT service payment is due in advance before services begin, unless otherwise agreed in writing.
- Recurring monthly invoices are issued on or about the 21st for the following month's services and are due on the 1st.
- SaveryTech does not directly provide or operate Client's backup services under this Agreement.
- SaveryTech may support existing backup systems and make recommendations, but the Client ultimately determines and accepts responsibility for its backup and recovery arrangements.
- SaveryTech will provide at least 90 days' notice of changes to recurring service pricing.
- Either party may terminate the Agreement with 90 days' written notice.
- The termination period may be reduced to 30 days **only by mutual agreement of both parties**.
- Eligible SaveryTech professionally upgraded, used technology is discounted by 10%.

SIGNATURES

SAVERYTECH LLC DBA SAVERYTECH

Authorized Representative:

Printed Name:

Title:

Signature:

Date:

CLIENT

Legal Business/Organization Name:

Authorized Representative:

Printed Name:

Title:

Signature:

Date:

INITIAL SERVICE INFORMATION

For clarity, the parties may complete the following information when this Agreement is signed:

Normal/Average Covered Users: _____

Monthly Rate Per Covered User: \$130

Monthly Service Allocation: _____ hours

Monthly Managed IT Service Fee: \$ _____

Initial Payment Due: \$ _____

Service Start Date: _____

First Monthly Billing Date: _____

First Recurring Service Due Date: _____