



## **IT Management Solutions LLC Terms of Service**

### **1. ACCEPTANCE OF TERMS**

**By entering into this Agreement, the Service Receiver agrees to abide by the terms and conditions set forth herein. The Service Receiver enters into this Agreement by signing the contract, which is valid for a period of three years. The Service Receiver must provide a valid credit or bank card and accept a 3.6% credit card processing fee. The first year's payment must be made in full upon signing. Services include remote support and other specific services outlined in the individual contract. All physical visitations for support will be billed separately as service calls.**

### **2. DEFINITIONS**

**2.1 Managed IT Tech Support: Managed IT services, or managed IT support, is the practice of outsourcing IT tasks to a third-party vendor, called a Managed Service Provider (MSP), on a subscription or contracted basis. This includes:**

- **Network monitoring**
- **Cybersecurity**
- **Data backup and recovery**
- **Software updates and patches**
- **Help desk support**
- **Business continuity and disaster recovery (BCDR) protocols**

**2.2 Service Disconnection: Refers to the removal of the Service Receiver from our Managed Endpoint database and the cessation of all internal monitoring software activities.**

**2.3 Contract Start Date: The date on which services begin, subject to job completion.**

**2.4 Response Time: Service Provider will respond to requests within a maximum of 24 hours, excluding weekends and holidays.**

**2.5 Ticketing System: A communication tool used for tracking and resolving end-user issues. The preferred method of contacting support is through the system tray application.**

### **3. SUBSCRIPTION SERVICES**

**3.1 Description of Services:** As defined under “Managed IT Tech Support.”

**3.2 Subscription Duration:** The subscription is for a fixed term of three years, billed annually on the anniversary of the contract start date.

**3.3 Early Termination:** If the Service Receiver wishes to terminate the service before the end of the three-year period, there will be no early termination fee. However, the Service Receiver will not be eligible for any refunds on payments made.

### **4. SERVICE LEVEL AGREEMENT (SLA)**

**4.1** There are no guaranteed uptimes.

**4.2** All Service Level Agreement (SLA) requests will be responded to within a maximum of 24 hours, excluding weekends and holidays. The level of urgency may vary based on the nature of the issue, but the Service Provider guarantees that contact will be established within the 24-hour timeframe.

### **5. PAYMENT AND FEES**

**5.1 Billing:** Service Receiver agrees to pay the annual fee in full on each anniversary of the contract start date.

**5.2 Payment Updates:** It is the responsibility of the Service Receiver to provide updated and accurate bank or credit card information before the billing date each year. A penalty of \$15.00 will be charged for any failure to provide updated payment information, covering additional bank charges incurred by the Service Provider.

**5.3 Taxes and Fees:** The Service Receiver is responsible for all applicable taxes, fees, or other charges associated with the service.

**5.4 Missed Payments:** Services will be suspended if payment is not received within 10 days of the due date. The Service Receiver will be notified via email at least 24 hours prior to the suspension of services. There are no refunds for payments, and all sales are final.

### **6. INTELLECTUAL PROPERTY RIGHTS**

There is no joint ownership of intellectual property. Any intellectual property created by IT Management Solutions LLC will remain the sole property of IT Management Solutions LLC. Any intellectual property created by the Service Receiver will remain the sole property of the Service Receiver.

## **7. INDEMNIFICATION**

Both parties agree to indemnify and hold each other harmless from any claims, damages, losses, or expenses resulting from the other party's negligence or breach of this Agreement.

## **8. ACCESSIBILITY AND ANTI-DISCRIMINATION POLICY**

The Service Provider is committed to maintaining an environment that respects diverse traditions, heritages, and experiences. This policy ensures compliance with all applicable federal and state laws concerning nondiscrimination and accessibility.

## **9. PRIVACY AND DATA SECURITY**

**9.1 Data Privacy:** The Service Provider values the privacy and security of customer data. Customer data will be protected using encryption, multi-factor authentication, and HIPAA compliance where applicable. Data handling practices are outlined in the Privacy Policy, which is incorporated into these Terms by reference.

**9.2 Data Sharing:** The Service Provider shall not sell or disclose any customer data to third parties without the express written consent of the Service Receiver. Any sharing of data will be conducted in accordance with applicable laws and regulations, and only upon receipt of explicit authorization from the Service Receiver.

## **10. CHANGE IN CONTROL**

In the event of a change in control, such as a merger or acquisition, the Service Provider will notify the Service Receiver. The Service Receiver has 30 days to opt out and terminate services with the new organization if requested.

## **11. FORCE MAJEURE**

Neither party shall be liable for any failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, government regulations, acts of war, or any other force majeure events.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the state in which IT Management Solutions LLC operates. All disputes arising from this Agreement will be handled in the courts of New City, New York.

## **13. SEVERABILITY**

If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

#### **14. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures shall be considered as valid as original signatures for the purposes of the validity of this Agreement.

#### **15. GENERAL PROVISIONS**

**15.1 Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party.

**15.2 Force Majeure:** Neither party shall be liable for any failure to perform due to causes beyond its reasonable control.

**15.3 Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

**15.4 Amendment:** Amendments to this Agreement by the Service Provider are effective upon being sent via email to the Service Receiver at the last email address provided by the Service Receiver. It is the responsibility of the Service Receiver to keep the Service Provider informed of any changes to their email address. The Service Receiver shall be deemed to have accepted the amendments unless they object in writing within 30 days of the amendment's issuance.

**15.5 Waiver:** No waiver of any terms of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

#### **16. CONTACT INFORMATION**

For inquiries or concerns, contact the Service Provider at [help@itmgmtsol.com](mailto:help@itmgmtsol.com) or (877) 748-6468.

By signing below, the Service Receiver acknowledges having read, understood, and agreed to the terms of this Agreement. Terms are subject to change without notice; it is the Service Receiver's responsibility to review them periodically for updates or modifications.

Last updated: [09/04/2024]