



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

COMPUTER AND INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

This Computer and Information Technology Managed Services Agreement is made as of the _____ day of _____ 2018, between Alario Tech, a Vermont Limited Liability Company, with offices at 571 South Main Street, Stowe, Vermont 05672 and _____ (Client), a _____, located at _____.

1. TERM

- (a) This Agreement shall commence on the first day of the month following the signing of this Agreement, and shall have an initial term of twelve (12) months.
- (b) Unless the Client notifies Alario Tech in writing at least 30 days in advance of the expiration of the initial term or any extension of this Agreement, this Agreement will be automatically renewed for successive 12-month terms at the then current service rate.

2. SERVICES

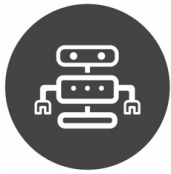
- (a) Alario Tech will provide Client the services described on Appendix A and such other services as the parties may agree upon in writing from time to time.
- (b) Alario Tech will be the exclusive provider of the services during the term of this Agreement. Client will endorse Alario Tech as the primary provider of computer and information technology services, and will establish policies to encourage its employees to route their work requests through Alario Tech for such services.

3. EQUIPMENT

- (a) Alario Tech will furnish the equipment listed on Appendix B and such other equipment, maintenance and supplies as the parties may agree upon from time to time at the Client's expense.
- (b) Unless the parties agree otherwise in writing, Alario Tech shall be responsible for all supplies and maintenance of the equipment.

4. PERSONNEL

- (a) Alario Tech will provide service personnel to carry out Client services.
- (b) Client hereby designate the following person(s) who are authorized to order service calls and approve services:



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

5. PRICES

Client will pay to Alario Tech the managed Services Agreement fee and other charges set forth on Appendix C for Alario Tech's services. If client requires any services not contemplated on Appendix C, Client and Alario Tech will negotiate the prices for such services in good faith.

6. MODIFICATION OF SERVICES AND PRICING

In order to ensure that Alario Tech's level of service keeps pace with Client's needs, Alario Tech and Client may agree from time to time to modify the services, equipment, maintenance, and prices described in this Agreement. Alario Tech and Client shall negotiate any such modifications and any corresponding adjustments in prices in good faith and such modifications shall be agreed to in writing.

7. PAYMENTS AND INVOICING

- (a) Client will be invoiced on the 15th of the month for all monthly Managed Services Agreement fees for the following month and Alario Tech will invoice Client for all other services or equipment at the conclusion of each month.
- (b) Payment terms for all invoices are net 15 days from the date of invoice.
- (c) Client shall pay all applicable state and local sales and use taxes in connection with Alario Tech's performance of the services on behalf of Client unless or until which Client provides Alario Tech with Form S-3, Vermont Sales Tax Exemption Certificate for Purchases For Resale And By Exempt Organizations.
- (d) If an invoice for services or other charges under this Agreement remains unpaid following 15 days from the payment due date under 7(b) above, upon 5 working days prior written notice to Client, Alario Tech may suspend performance of its obligations under this Agreement until such past due amount is paid, without liability to Client.
- (e) Alario Tech will maintain appropriate records to support the charges identified in each month's invoice. Client may inspect and review those records upon reasonable request.

8. TERMINATION

Either party may terminate this agreement with or without cause with 30 days written notice. If less than 30 days' notice is provided, Managed Services Fees will not be prorated and the following month's fees will become due immediately following receipt of such notice.

9. SPACE AND ACCESS

- (a) Client will provide Alario Tech adequate space and facilities for the on-site services that Alario Tech provides to Client under this Agreement.
- (b) Client will provide Alario Tech and its agents and service providers the necessary



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

access to Client's premises so as to allow Alario Tech to perform its obligations under this Agreement.

10. CONFIDENTIALITY

- (a) Alario Tech recognizes that it must conduct its activities in a manner designed to protect any information concerning Client, its affiliates or clients (such information hereinafter referred to collectively as "Client Information") from improper use or disclosure. Alario Tech agrees to treat Client Information on a confidential basis. Alario Tech further agrees that it will not disclose any Client Information without Client's prior written consent to any person, firm or corporation except
 - (i) to authorized representatives of the Client or
 - (ii) to employees of Alario Tech who have a need to access such Client Information to perform the services contemplated hereunder. Alario Tech agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.
- (b) Client recognizes that the terms of this Agreement, the processes used by Alario Tech and the pricing information of Alario Tech is confidential and that it must conduct its activities in a manner designed to protect any such information concerning Alario Tech (such information hereinafter referred to collectively as "Alario Tech Information") from improper use or disclosure. Client agrees to treat Alario Tech Information on a confidential basis. Client further agrees that it will not disclose any Alario Tech information without Alario Tech's prior written consent to any person, firm or corporation except
 - (i) to authorized representatives of Alario Tech or
 - (ii) to employees of Client who have a need to access such Alario Tech Information to perform the services contemplated hereunder.

11. INSURANCE

Alario Tech shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, worker's compensation, liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage).

12. INDEMNIFICATION AND WARRANTIES

- (a) Client shall indemnify and hold Alario Tech harmless from any claim, demand, liability, cause of action, or damage, for actual or alleged infringement of any intellectual property rights arising from Alario Tech performance of services under this Agreement.
- (b) Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party from and against any liability, loss, demand, claim or cause of action for personal injury or property damage due to or arising out of the



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other party's own intentional or negligent acts.

- (c) In no event shall Alario Tech be liable to Client or Client's clients for any incidental, consequential, indirect, special or punitive damages related to Alario Tech's performance or non-performance of the services under this Agreement. Client's sole remedy for any claims related to Alario Tech's performance or non-performance of the services under this Agreement shall be limited, at Alario Tech's option, to a refund of the cost of equipment or services provided with respect to the specific job in question or to Alario Tech's re-performing the services in question.
- (d) Alario Tech warrants to Client that it will perform the services in a professional manner. Alario Tech agrees to honor the manufacturer's warranty for equipment installed by Alario Tech under this Agreement. Except for the foregoing, Alario Tech **MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR WARRANTY FOR A PARTICULAR PURPOSE, TO CLIENT OR ANY OTHER PARTY WITH RESPECT TO THE EQUIPMENT OR SERVICES THAT ALARIO TECH IS FURNISHING UNDER THIS AGREEMENT.**

13. NOTICES

All statements, notices and other communications to be given hereunder shall be in writing and unless otherwise provided, shall be deemed to have been duly given when delivered in person or when deposited in the U. S. mail, postage prepaid, properly addressed, registered or certified mail, return receipt requested, or by email with confirmation of receipt by the intended recipient to the addresses as set forth below, or other address or addresses as may be designated in writing by notice to the other party pursuant to this paragraph.

If to Alario Tech:

Alario Tech, Attention: Dan Alario 571 South Main Street, Stowe, VT 05672;
dan@alariotech.com; (802) 253-3163 (Office)

If to _____:

_____ Attention: _____

14. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor strike, or an act that is beyond the reasonable control of either party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery and uses its best efforts to continue to so perform or cure. In the event of such a force majeure, the time for performance or cure shall be extended for a period equal to the duration of the force majeure.

15. **RIGHT OF OFFSET** Neither party shall have a right of offset or right to take a credit with respect to any payments due to the other party under this Agreement or otherwise.
16. **ASSIGNMENT** Neither party may assign or delegate its obligations under this Agreement, either in whole or in part, by operation of law nor otherwise, without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of the provisions of this provision will be void. Notwithstanding the foregoing, a sale or merger of Alario Tech or substantially all of its assets shall not be deemed to be an assignment.
17. **MISCELLANEOUS**
 - (a) This Agreement supersedes all prior agreements, understandings and discussions between the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and cannot be changed or terminated orally. No modifications of this Agreement shall be binding unless signed by both parties.
 - (b) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable.
 - (c) No waiver shall be deemed to be made by any party of any of its rights hereunder unless the same shall be in writing signed by the waiving party, and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or the obligations of any party in any other respect at any other time.
 - (d) In the event Client breaches this Agreement requiring Alario Tech to initiate legal proceedings to enforce Alario Tech's rights under the Agreement, Client agrees to pay Alario Tech's legal fees and costs in enforcing Alario Tech's rights under the Agreement.
 - (e) This Agreement is intended for the benefit of the parties hereto only. This Agreement shall not create any rights for third-party beneficiaries.
 - (f) This Agreement shall be governed and construed in accordance with the laws of the State of Vermont.



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Managed Service Agreement as of the date first above written.

By: Alario Tech

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

APPENDIX A

TO COMPUTER AND INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

Services to be provided:

Centralized management of all network systems to include:

- (__) Server(s) and up to (__) Desktop computers connected through the network
- antivirus monitoring and real-time alerts
- remote monitoring and resolution of system alerts
- remote, in-shop, or on-site tech support as requested¹
- first priority service

Data backup²

- on-site backups with client monitoring
- on-site and off-site backups with remote monitoring
- data backup services have been declined

1. equipment and hardware costs are not included except as indicated in Appendix B
2. additional fees for hardware or 3rd party software/services may be required

Alario Tech Signature

Date

Client Signature

Date



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

APPENDIX B

TO COMPUTER AND INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

Equipment to be provided:

No equipment shall be provided under this agreement.

- Unless otherwise agreed to in writing, Alario Tech shall be responsible for all tools and materials necessary for the maintenance of Client equipment and equipment leased from Alario Tech as part of this agreement.
- In the event Client is under contract with another vendor to provide such services Alario Tech will be relieved of all responsibilities and or duties to provide said services and equipment and Client will be subject to the non-contract rates on Appendix C.
- Equipment not purchased from Alario Tech after date of signed Managed Services Agreement, may not qualify for maintenance under this Agreement and will be subject to Appendix C.

Alario Tech Signature

Date

Client Signature

Date



Alario Tech

COMPUTER REPAIR & NETWORK SERVICES

APPENDIX C

TO COMPUTER AND INFORMATION TECHNOLOGY MANAGED SERVICES AGREEMENT

Management Fees & Rates:

Service:	Fee:	Frequency:
Managed Services as described in Appendix A	\$0	Monthly
Initial network review and device inventory	\$0	One-time
Anti-virus and remote monitoring	\$4	Per device
Tech support during normal business hours (9-5, M-F)	\$100	Per hour
Tech support for non-managed service clients	\$120	Per hour
Support outside of normal business hours	\$150	Per hour

- Unless the parties otherwise agree, Alario Tech's monthly service fee and prices may increase annually on the anniversary of this Agreement. Alario Tech's prices will also be adjusted proportionately whenever Alario Tech and Client agree to modify the equipment or Services provided under this Agreement.

Alario Tech Signature

Date

Client Signature

Date