

Business Managed Services Agreement

This Business Managed Services Agreement (this "Agreement") is between Traci McMahan, doing business as Paso Robles Tech (referred to as "Paso Robles Tech" or "Provider"), and the customer named in the Service Order (Customer). This Agreement takes effect when the last party signs (Effective Date). The Service Order identifies the services, covered environment, price, billing frequency, and cancellation terms. Together, this Agreement and the signed Service Order state and direct what Provider will deliver regarding Services and direct the obligations of each party for those Services. This Agreement is intended for business and organizational customers only. Services purchased primarily for personal, family, or household must use Provider's separate Consumer Managed Services Agreement.

1 Agreement documents and definitions

1.1 Service Order. "Service Order" means a document signed by both parties that identifies the services, fees, covered sites and systems, service levels, any approved add-ons, and any similar type of related items or information. The signed Service Responsibilities Schedule identified in the Service Order describes the selected services in detail and forms part of that order and all of which shall be incorporated into this Agreement. An approved quote is incorporated only to the extent the Service Order identifies it and reproduces or attaches its scope and price. A website description or later online change does not alter a signed Service Order or schedule.

1.2 Key terms. Managed Services means Provider's ongoing CyberSecure, BackupGuard, and selected add-on offerings. Services means only the managed IT, cybersecurity, backup, recovery, support, or other work expressly listed in a signed Service Order. Customer Data means information supplied by or accessed on behalf of Customer in performing Services. Covered Systems means the users, devices, networks, accounts, and data sources expressly identified in the Service Order or its approved inventory. A Security Incident means a confirmed or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, destruction, or loss of Customer Data, or a material compromise of a Covered System, that relates to Services within Provider's agreed scope. Unsuccessful attempts that do not compromise Customer Data or a Covered System are not Security Incidents. A third-party product or platform or service is a tool supplied by a nonrelated third-party other than Provider.

1.3 Order of precedence. A separately signed data processing or business associate addendum governs its specific subject matter. The Service Order controls service scope, service levels, quantities, dates, and pricing. The signed Service Responsibilities Schedule, Response Target Schedule, and Rate and Visit Schedule control their respective operational details unless the Service Order expressly states otherwise. This Agreement controls all other matters unless a Service Order expressly identifies a section it changes and both parties sign that change. All documents as stated herein constitute the entire Agreement of the parties.

2 Services and changes

2.1 Delivery. Provider will perform the Services with reasonable care and skill, using personnel or qualified subcontractors it supervises. Coverage for each Service or covered group begins only when Provider issues its written Activation confirmation after the applicable onboarding requirements in the Service Order are met. Provider may recommend remediation or a different service level when the environment presents material risks or cannot be supported as described.

2.2 Defined coverage and response targets. Services apply only to Covered Systems and selected packages or add-ons. Monitoring may operate continuously where a selected product supports it; human response, support hours, priority definitions, dependencies, and treatment of missed targets are those stated in the signed Response Target Schedule. A response target measures initial acknowledgment and the start of investigation or containment, not resolution or uninterrupted operation. Customer reports impact and urgency, but Provider assigns priority under the signed definitions and may revise it as facts develop.

2.3 Out-of-scope and separately billable work. Unless included in the Service Order, hardware, software licenses, procurement, migrations, new installations, project work, forensic investigation, penetration testing, formal audit, legal advice, and regulatory certification are outside the Services. Provider will seek Customer's approval of scope and price before performing separately billable work, except immediately necessary containment under an agreed emergency procedure. An accepted fixed-price quote controls when applicable. If two or more technicians are required, Provider may bill each technician's time separately only after disclosing that treatment and obtaining Customer approval. Provider will not add a separate diagnostic fee when the same work is billed under an hourly labor category. Equipment rentals, permits, shipping, lodging, specialized subcontractors, and similar outside expenses require advance disclosure and Customer approval.

2.4 Changes. NOTE TO CUSTOMER: All changes must be made in writing and approved and signed by the parties. Customer may request adding, removing, retiring, or replacing a supported user, device, account, or data source, and Provider will record the effective date in the covered inventory or PSA. Added units become covered and billable at confirmed Activation. Removed units remain covered and chargeable through their current prepaid billing period (and are not subject to refund or reimbursement to the Customer by Provider); earlier tool removal does not reduce prepaid charges (i.e., no refund or reimbursement). A supported like-for-like replacement transfers coverage after the new unit is enrolled and the old unit is deactivated. The billed quantity and resulting charge change prospectively at the applicable listed unit rate; this sentence does not change the unit rate. A material package, service-level, site, or pricing-method change requires an amended Service Order (in writing and approved by the parties), except a price change under Section 6.3.

3 Customer responsibilities

3.1 Access and cooperation. Customer will use diligent efforts to provide accurate information about Covered Systems, reasonable access, current licenses, designated contacts, and timely decisions. Customer will maintain physical security, user training, and internal policies appropriate to its business. Customer authorizes Provider to access and administer Covered Systems solely as reasonably necessary to perform the Services and will identify any access restrictions in writing.

3.2 Customer-controlled changes. Customer will promptly notify Provider of material changes to Covered Systems and will not deliberately disable agreed monitoring, security, or backup tools without coordinating with Provider and without Provider's prior written consent. Provider is not responsible for failure caused by unavailable access, unsupported equipment, unlicensed software, undisclosed changes, or Customer's refusal of a documented material recommendation, to the extent those circumstances cause the failure. Provider is not responsible for any and all issues or delays in services which arise as a result of the Customer's failure of the requirements as stated herein.

3.3 Data and legal obligations. Provider is not responsible for assessment and determination of Customer's own legal, regulatory, insurance, record-retention, and recovery requirements and for the accuracy and lawful use of Customer Data. Customer remains entirely responsible for determining its own legal, regulatory, insurance, record-retention, and recovery requirements and for the accuracy and lawful use of Customer Data. Provider's advice and Services do not substitute for Customer's legal or compliance decisions. If Customer needs a specific regulatory program or handling of protected information, the parties will document that scope and any required addendum before the affected work begins.

4 Security, privacy, and backups

4.1 Safeguards. Provider will maintain administrative, technical, and physical safeguards appropriate to the Services and the sensitivity of Customer Data it handles which is customary for Provider's industry. Provider will limit access to personnel and subcontractors who need it for the Services, use reasonable access controls, and require those recipients to protect the information. The Service Order or a signed security addendum may specify additional controls, reports, or assessment rights.

4.2 Incidents. Provider will notify Customer promptly after discovering a Security Incident affecting Customer Data under Provider's control, provide information then reasonably available, cooperate in containment and investigation, and give material updates as facts develop. The parties will coordinate legally required notices to individuals or regulators. Neither party may delay a notice required by applicable law. An incident affecting only Customer-controlled systems, without confirmed access to Customer Data in Provider-controlled systems, is handled under the selected incident-response scope. Although security tools, monitoring, and professional oversight reduce risk of threats and attacks, they cannot prevent every incident. Thus, Provider cannot guaranty an outcome or result of Customer's use of services.

4.3 Backup scope. If BackupGuard or another backup service is selected, the Service Order and signed Service Responsibilities Schedule will state the protected sources, storage location, retention, capacity, restore method, and any testing or recovery objectives. Provider will monitor and administer only the backup coverage purchased. Customer will verify that all critical data sources are listed and will maintain any independent copies or continuity arrangements identified in the Service Order. Routine remote file-and-folder restoration from an available recovery point includes the first four technician hours when no onsite work, rebuild, or major application or database recovery is required. If that routine restoration requires more than four technician hours, Provider will obtain approval in writing from Customer before billing the excess time at the applicable rate. Onsite work, a full device or server rebuild, major application or database recovery, replacement hardware, and other complex recovery require a separately approved scope and price unless expressly included. No backup, recovery time, recovery point, or recovery result is guaranteed unless expressly stated in the Service Order.

4.4 Regulated information. Customer will diligently identify before onboarding any health information, payment-card data, financial information, or other State or Federally regulated data that Provider would create, receive, maintain, or transmit related to Service. If a business associate agreement, data processing addendum, or other special terms are required, the parties will sign them before the affected access or processing. This Agreement alone is not a business associate agreement.

4.5 Return and deletion. At the end of Services, Provider will provide Customer a reasonable opportunity to retrieve Customer Data in a commonly usable format to the extent Provider holds it, subject to the agreed transition plan and third-party platform capabilities. Provider will then delete or retain it according to the applicable Service Order, signed data addendum, legal obligations under both State and Federal law, and documented backup-retention cycle. The parties will agree in writing on transition assistance and its price before additional work begins. Customer is responsible for payment to Provider under the approved quote for additional migration or transition work required.

5 Third-party products

Services may rely on third-party products or services or cloud platforms, etc. Provider will identify material dependencies in the Service Order and will not substitute a materially different component that reduces agreed coverage without notice and, where price or scope changes, Customer's written approval. Third-party license and use terms apply to those products and services; the Service Order will identify whether Customer or Provider holds each material subscription when that distinction affects transition. At termination, a Customer-held subscription remains subject to its vendor terms. A Provider-held subscription ends with the related Service unless the vendor permits transfer and the parties approve any transition work and charges. Provider remains responsible for its own performance under this Agreement. Provider does not control outages or product defects in an unaffiliated platform, but will use reasonable efforts within the selected Services to coordinate diagnosis and recovery. Customer is responsible for providing Provider with all required third-party approvals, consents, licenses, subscriptions, access, intellectual property, etc. that is necessary for Provider to implement services to Customer which rely on or require use of any such third-party services or products. Customer shall indemnify, defend, and hold Provider harmless from any violation, misuse, or unlawful use of said items by Provider in providing said services.

6 Fees, invoices, and taxes

6.1 Fees and ACH autopay discount. Customer will pay the recurring, one-time, and usage-based fees in the Service Order. It will state billing frequency, included quantities, how usage is measured, and any onboarding charge. A Customer that maintains an active ACH autopay authorization receives a discount equal to 1 percent of eligible recurring service charges, calculated after any approved quarterly or annual commitment discount and limited to \$15 per invoice. The ACH autopay discount does not apply to taxes, hardware, projects, reimbursements, one-time charges, or usage-based charges. It applies only when the invoice is successfully paid by authorized ACH debit. If the ACH debit is declined, returned, revoked, or replaced with another payment method, the discount does not apply to that invoice and the undiscounted amount remains due. Provider does not impose a processing surcharge for credit-card payments. No fee may be inferred from a public price page or an unapproved quote. Any Managed Services enrollment fee waiver or service credit, including a waiver of an applicable tune-up or virus-removal fee, is effective only when its amount, eligible serviced device, qualifying quarterly or annual term, enrollment deadline, and any early-cancellation treatment are stated in the signed Service Order.

6.2 Payment. Recurring fees for the selected monthly, quarterly, or annual term are prepaid. Before Activation, each new subscription Customer will authorize recurring payment by a credit card kept with Provider's payment processor or by ACH bank debit. Electronic payment credentials are stored by Provider's payment processor. Provider may temporarily receive checks or payment information to process a payment. Paper checks are shredded after processing, and Provider does not retain copies or maintain customer bank-account or card details on file. Provider may approve an existing Customer in writing to continue manual payment under Net 15, Net 30, or Net 45 terms; the exception must appear in the Service Order or Provider's customer billing record and does not create a right to manual payment for a new subscription. At Activation and each renewal, Provider's billing system creates the invoice and, for an autopay account, automatically attempts the authorized charge or debit. An autopay or due-upon-receipt invoice is due when created. An approved manual-payment invoice is due on its stated Net 15, Net 30, or Net 45 date. Provider will make the invoice and payment status available. Customer will promptly report a good-faith billing dispute in writing. Provider will investigate and correct confirmed errors; undisputed amounts remain due. An undisputed autopay or due-upon-receipt invoice may become eligible for a late charge 30 calendar days after its due date. An approved Net 15, Net 30, or Net 45 invoice may become eligible 15 calendar days after its due date. Syncro currently calculates each recurring percentage assessment from the original invoice amount, does not compound prior late-fee lines, does not reduce the assessment base after a partial payment, and cannot exclude only a disputed portion. Provider may place the entire invoice on a documented administrative no-late-fee hold for a good-faith dispute or approved payment arrangement. A hold stops future assessments without retroactive catch-up and leaves prior assessments in place. Restarting future assessments requires an authorized due-date change that produces a new future assessment date.

6.3 Taxes, price changes, and renewal reminders. Fees exclude applicable transaction taxes unless the Service Order says otherwise. Customer pays taxes on its purchase, not Provider's income. Each party shall be liable for their own tax obligations under this Agreement. Provider may change recurring prices effective at a renewal or, for monthly Services, at the start of a billing period by sending notice at least 45 calendar days before the change takes effect. The notice may be included in a renewal reminder. Customer may cancel the affected Service before the price change takes effect without an additional-month charge. For that timely cancellation, the chargeable end date is the day before the new price would take effect; Provider will continue the affected Service through that date and refund within 30 calendar days any amount actually paid for a later period. Provider will send Customer a renewal reminder at least 45 calendar days before each quarterly or annual renewal to Customer's formal-notice email and retain a record of transmission. The reminder will identify the affected Services, current term end date, renewal date, renewal frequency, recurring renewal amount then scheduled, last day to cancel without an additional month, and how to cancel through Section 13.1. If Provider cannot show that it sent the reminder at least 45 calendar days before renewal, notice Customer gives before the renewal date is timely and no additional month is charged. A reminder that Provider sent but Customer did not receive does not change a deadline.

7 Term, renewal, and suspension

7.1 Activation and billing. Services and recurring billing begin when Provider confirms Activation in writing. The Activation confirmation will identify the covered group or Service, Activation date, billing date, recurring price, and, for quarterly or annual Services, the initial prepaid term end date. Staggered activations bill separately only from their confirmed dates. Any partial-term charge and any shared billing date must be stated in the Service Order or Activation confirmation.

7.2 Continuation. After Activation, the selected Services continue month to month, quarter to quarter, or year to year according to the billing cycle in the Service Order, until canceled under Section 8.2.

7.3 Suspension. Provider may suspend affected Services as reasonably necessary for a material security threat, unlawful use, or an undisputed invoice over 45 calendar days overdue and still unpaid 10 calendar days after written suspension notice. Provider will explain and limit the suspension and promptly restore Services when resolved. Provider may act immediately to contain a threat, then notify Customer promptly. Suspension does not transfer Customer Data or waive other rights.

8 Termination and transition

8.1 Material breach. Either party may terminate an affected Service Order if the other materially breaches it and does not cure the breach within 30 calendar days after receiving written notice that describes the breach in reasonable detail. A breach that cannot reasonably be cured may justify earlier termination to the extent permitted by law. If Customer terminates for Provider's uncured material breach, no notice-period charge applies and Provider will refund, within 30 calendar days, the amount Customer paid for recurring service after the termination date.

8.2 Cancellation. (a) Notice and billing periods. Customer may cancel any Service by formal notice under Section 13.1. Provider will confirm the chargeable end date in writing within two business days after receiving a cancellation notice. A billing period begins on each billing date stated in the Service Order or Provider's Activation confirmation. Each quarterly or annual renewal term begins the day after the prior term ends. (b) Monthly service. Monthly service remains chargeable through the end of the billing period after the one in which Provider receives notice. This final service period allows Provider to wind down third-party licenses and service commitments purchased in advance. (c) Quarterly and annual service. Notice received at least 30 calendar days before the current prepaid term ends prevents renewal and makes that term-end date the chargeable end. Notice received fewer than 30 days before term end, or within 15 calendar days after an automatic renewal, makes the chargeable end one month after the prior term end. That additional month is charged at the discounted monthly equivalent of the recurring fee in effect at term end after any commitment discount and before taxes and any ACH autopay discount. The discounted monthly equivalent is one-third of a quarterly recurring fee or one-twelfth of an annual recurring fee; this Section controls if a Service Order summary differs. If Provider already collected a larger quarterly or annual renewal charge, Provider will refund within 30 calendar days the amount actually paid above the additional one-month charge. Notice received more than 15 calendar days after renewal leaves the renewed prepaid term effective and subject to the ordinary no-refund rule. (d) Customer cancellation and service delivery. Except for the post-renewal correction above or termination under Section 8.1, Customer cancellation does not refund unused prepaid time. Provider continues Services through the chargeable end unless Customer requests earlier shutoff and software removal; that request does not reduce fees. (e) Provider cancellation. Provider may cancel affected Services without cause on 30 calendar days' written notice, continuing them through the cancellation date. Within 30 calendar days afterward, Provider will refund the amount Customer actually paid for affected recurring service after the cancellation date, calculated per calendar day; one-time fees are not refunded. (f) Transition. Section 8.1 governs material-breach termination. For early shutoff, the parties will confirm the date and affected Services in writing and follow Sections 4.5 and 8.3 for data retrieval, tool removal, and documented backup retention. Fees shall apply to transition which will be approved in writing by the parties.

8.3 Effect. Termination ends future Services under the affected Service Order, but does not erase amounts accrued before the effective date or obligations that by nature continue. Provider will cooperate in a reasonable transition, including transfer of available documentation and credentials to Customer or its designee, subject to security verification and payment for any separately agreed transition work. The parties will coordinate removal of Provider tools and access without unnecessarily disrupting Customer's operations.

9 Confidentiality

Each party will protect the other's confidential information including but not limited to nonpublic business, technical, pricing, and security information (and any other confidential information as defined by law) using at least reasonable care, use it only to perform or receive the Services or enforce this Agreement, and disclose it only to people bound by comparable duties who need to know it. This duty does not cover information that becomes public without breach, was lawfully known without restriction, is independently developed, or is lawfully received from another source. A party compelled to disclose confidential information will, when legally permitted, give prompt notice and disclose only what is required. These duties continue for three years after termination; trade secrets remain protected while they qualify as trade secrets under applicable law. California laws and legal definitions apply to this Agreement with respect to confidential information, privacy, property rights, intellectual property, trade secrets, etc. as stated herein.

10 Ownership and permitted use

Customer owns Customer Data and materials it supplies. Provider owns its preexisting tools, methods, scripts, documentation templates, and know-how. Each party grants the other a limited but revocable right to use its materials only as needed to perform or receive the Services during the applicable term. A Service Order will identify any custom deliverable that Customer will own after payment and any license Provider retains. Neither party may use the other's name or logo in publicity without prior written consent. Each party's right, title, and interest in and to their business personal property (tangible or intangible), intellectual property, and the like shall remain with that party. Nothing in this Agreement shall be construed as conveying a right, title, or interest in to said property. Authorized use of any party's property shall be considered a revocable license only.

11 Performance and risk allocation

11.1 Standard. Provider will perform the Services with reasonable care and skill customary to Provider's industry and will reperform a materially deficient Service after timely written notice where re-performance is feasible. Security tools, monitoring, and backups reduce risk but cannot prevent every incident, outage, data loss, or compliance failure. Any binding service level or recovery objective applies only if its signed schedule states the metric, covered systems, exclusions, and measurement method. A refund, credit, or other remedy applies only if expressly stated.

11.2 Limited Liability and Liquidated Damages Clause. Each party's total liability arising from an affected Service Order, including reasonable defense costs under Section 11.3, is limited to twelve months of the contracted recurring fees at the rates in effect when the claim arose, plus one-time fees. Add the fees of multiple affected orders. In no event shall a party be liable for indirect, special, incidental or consequential damages including, but not limited to, damages for loss of profit or goodwill regardless of the negligence of a party and whether a party has been informed of the possibility of such damages, except where law forbids the exclusion. Proven direct costs of correcting Services or restoring Covered Systems remain eligible, subject to the cap. The cap does not limit accrued fees, fraud, willful injury, or liability that cannot lawfully be limited. Confidentiality and data-security claims remain capped unless a signed addendum says otherwise. The parties agree that fixing the amount of actual damages under this Agreement as stated herein was impracticable or extremely difficult for the parties. This limitation on liability and liquidated damages clause is not construed by the parties as a punitive measure of this Agreement as the parties have endeavored and agreed it represents a reasonable estimate of fair compensation for the loss sustained by a party under this Agreement.

11.3 Third-party claims. Each party is responsible for third-party bodily injury or physical damage to tangible property to the extent caused by its negligence. Provider is also responsible for infringement by an original deliverable it created and Customer used as agreed, excluding third-party products, Customer materials, and others' modifications. Customer is responsible for infringement by its materials and claims caused by its unlawful instructions. Covered amounts include final judgments, approved settlements, and reasonable defense costs, subject to Section 11.2. The parties will give prompt notice, cooperate, preserve insurer rights, and obtain consent before settlements imposing obligations on the other. Neither assumes blanket responsibility for cyber incidents, data claims, or vendor defects.

12 Insurance and compliance

Each party will obey laws applicable to its performance. Provider's insurance commitments, if any, are those stated in the Service Order; it will provide evidence of current coverage on reasonable request. Services alone do not ensure legal, audit, insurance, or regulatory compliance. Any specific assessment or regulated-data duty requires a signed scope or addendum.

13 Notices and disputes

13.1 Notices. Formal notices go to the designated email or mailing address in the Service Order. Provider's current formal-notice email is support@pasoroblestech.com and its current mailing address is 843 7th Street, Unit-C, Paso Robles, CA 93446. An email to the support address, or a reply to a Provider ticket email, counts as formal notice when its subject or body clearly communicates cancellation, breach, a notice-contact change, or another formal notice under this Agreement. It remains formal notice if Provider's system also creates a support ticket. Routine support requests and tickets that do not clearly communicate formal notice are not formal notices. A notice should identify the customer, affected Service Order or Services, requested action, and intended effective date when applicable; an otherwise clear notice is not invalid merely because one detail is omitted when Provider can reasonably identify it. Email is received when retrievable in the designated mailbox, without acknowledgment; a delivery failure defeats notice. Receipt uses Pacific Time, including weekends and holidays. Hand or tracked-courier notice is received on documented delivery or refusal. Contact changes require notice under this section.

13.2 Resolution and law. After written notice, representatives will try to resolve a dispute for 30 calendar days. California law governs this Agreement. The parties consent to courts in San Luis Obispo County, California, or a federal court with jurisdiction over that county, without a mandatory arbitration requirement. Either may seek urgent judicial relief, i.e., injunction, etc. in to protect confidential information, systems, or intellectual property.

14 General terms

The parties are independent contractors and nothing contained in this Agreement shall be construed to create a relationship, partnership, joint venture, or other type business form or entity. Each signer represents that the signer has authority to bind the identified party. Neither party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all relevant assets that assumes the obligations and does not materially reduce the other party's protections and only upon written notice to Provider and its consent. Neither party is responsible for delay caused by events beyond its reasonable control, but payment for Services already delivered remains due. If any provision in this Agreement is deemed unenforceable by a Court with proper jurisdiction, the rest and remainder and remaining provisions of this Agreement remains in full force and of legal effect. A waiver by a party under this Agreement must be in writing. Any party's waiver does not constitute a continuing waiver of or waiver of any other related issues. Changes or modifications of this Agreement must be in writing signed by both parties. Counterparts and electronic signatures may be used. Accrued payment obligations and Sections 4.2, 4.5, 8.3, 9, 10, 11, and 13.2 survive termination, together with any provision that by its nature must continue to give effect to the parties' rights and obligations. This Agreement and its signed Service Orders and addenda are the entire agreement about the Services and replace prior proposals or discussions on that subject. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to the selected service and supersede and replace all prior or contemporaneous discussions, negotiations, letters, memoranda or other communications, oral or written, with respect to the subject matter hereof and may not be contradicted by evidence of any prior agreement (either written or oral).

Service Order

This Service Order is part of the Managed Services Agreement. Complete each applicable field and attach the approved quote, signed Service Responsibilities Schedule, covered-system inventory, response-target schedule, and any required data addendum before signing.

Contract number	[Contract number]
Effective Date	[Date last party signs; completed at signing]
Provider name	Traci McMahan dba Paso Robles Tech
Customer legal name	[Customer legal name]
Customer type	[Business or organization; consumer customers use the separate Consumer Managed Services Agreement]
Approved quote	[Approved quote number]
Covered sites and systems	[Inventory or signed attachment]
Responsibilities schedule	[Signed schedule title, version, and date]
Formal notice contacts	Provider: support@pasoroblestech.com; 843 7th Street, Unit-C, Paso Robles, CA 93446. Customer: [designated email and mailing address]
Response target schedule	[Signed schedule title, version, and date]
Rate and visit schedule	[Signed schedule title, version, and date]
Emergency contacts	[Customer primary and alternate security contacts]
Material third-party dependencies	[Products, subscription holder, and signed attachment or None]
Regulated data and required addenda	[Data types disclosed; signed BAA or data addendum, or None]
Insurance commitments	[Specific commitments or None]
Backup coverage reference	[Signed schedule identifying sources, storage, retention, capacity, restore method, and testing objectives, or Not selected]
Provider-observed holiday schedule	[Attached schedule title and date, published location, or listed holidays]

Selected Services

Service or add-on	Tier and covered quantity	Support or response schedule
[Selected service]	[Tier, units, and scope]	[Signed schedule reference]

Commercial Terms

Currency	USD
Billing frequency	[Monthly, quarterly, or annual]
Discounted term fee	[Quarterly or annual recurring fee after commitment discount, before taxes and ACH autopay discount]
Discounted monthly equivalent	[Discounted quarterly fee divided by 3, or discounted annual fee divided by 12]
Initial billing and term dates	[Stated in Provider Activation confirmation]
Recurring monthly rate before term discount	[Amount from approved quote]
One-time charges	[Amount and description]
Managed Services enrollment fee waiver	[Eligible tune-up or virus-removal fee, serviced device, qualifying quarterly or annual plan, enrollment deadline, and early-cancellation treatment, or None]

Annual or other charges	[Amount, timing, and description]
Payment method	[Authorized ACH or credit-card autopay. Existing manual-payment exception only if Provider approves it in writing.]
ACH autopay discount	1% of eligible recurring service charges after commitment discounts, up to \$15 per invoice, while paid by authorized ACH autopay
Payment due	[Due upon receipt with automatic payment attempt, or approved Net 15, Net 30, or Net 45 exception]
Late-charge grace period	30 days after due date for autopay or due upon receipt; 15 days after due date for approved Net 15, Net 30, or Net 45
Activation dates	[Confirmed per service or covered group after onboarding]
Separately billable work	Advance approval of scope and price; accepted fixed-price quote controls
Multiple technicians	Separately billed only after disclosure and customer approval
Missed appointment	Onsite visits only: one hour at the applicable labor rate if canceled or rescheduled with less than one business day's notice, except emergency or circumstances reasonably beyond Customer control
Commitment discount	[Percentage and applicable quarterly or annual term, or None]

The approved quote line items, quantities, billing types, and prices must be reproduced here or attached as a signed schedule. Any binding service level or recovery objective applies only if its signed schedule identifies the metric, covered systems, exclusions, and measurement method. A refund, credit, or other remedy applies only if expressly stated.

Additional Agreed Terms

[List signed addenda, onboarding prerequisites, emergency authorization process, any approved departure from the Agreement, and any early-exit or transition terms. Write "None" if there are none.]

Signatures

Provider	Customer
Traci McMahan dba Paso Robles Tech	[Customer legal name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Response Target Schedule

Applies when attached to and identified in the Service Order. The selected CyberSecure tier determines the applicable target for each priority. These targets measure initial acknowledgment and the start of investigation or containment, not resolution.

BackupGuard-only service. If the Service Order includes BackupGuard but no CyberSecure tier, the CyberSecure priority table does not apply. Backup monitoring, failed-job review, recovery assistance, and customer notices follow the signed Service Responsibilities Schedule. Customer requests are handled during standard business hours without a guaranteed response target unless the Service Order expressly adds one.

Priority	Definition	CyberSecure SHIELD	CyberSecure DEFENDER	CyberSecure FORTRESS PRO
Critical P1	Active security incident, ransomware, outage of a server, network, or line-of-business application affecting multiple users, or another major business disruption.	1 hour	30 minutes	15 minutes
High P2	Significant security alert, major function impaired, or single-user outage.	4 business hours	2 business hours	1 business hour
Medium P3	Non-urgent issue with a workaround available or minor service impact.	Next business day	8 business hours	4 business hours
Low P4	General questions, standard requests, and informational items.	2 business days	1 business day	Same business day

Support hours. Standard business hours are Monday through Friday, 9:00 a.m. to 5:30 p.m. Pacific Time, excluding the Provider-observed holidays listed or referenced in the Service Order. Provider will give Customer the current holiday schedule at Activation and notice of later changes. P1 targets run continuously, including evenings, weekends, and holidays. P2 through P4 clocks run only during standard business hours and pause outside that window.

Emergency reporting. During standard business hours, Customer reports a suspected P1 by calling 805-238-9900 and clearly stating that the matter is an emergency. The clock begins when Provider answers or when a clearly identified P1 ticket becomes retrievable in Provider's support system during standard business hours, whichever occurs first. Outside standard business hours, Customer must call 805-238-9900, extension 9. If nobody answers, Customer must leave a voicemail describing the emergency and providing callback information. The after-hours telephone clock begins when Provider answers or, if unanswered, when the voicemail is recorded. An unanswered call without a voicemail, or an after-hours email or ordinary support ticket, does not start the P1 clock. For an automatically detected event, the clock begins when an actionable alert reaches Provider's monitoring queue.

On-call paging. Provider will maintain an on-call paging workflow for P1 reports that requires acknowledgment, escalates when nobody acknowledges, and preserves alert and acknowledgment times.

P1 service coverage and billing. For a Covered System under a managed-service package that includes incident response, initial acknowledgment, investigation, and reasonably necessary containment are included. Extended remediation, uncovered systems, onsite work, projects, and third-party costs require Customer authorization and are billed at the applicable rate, except immediately necessary containment may proceed under an agreed emergency procedure. After-hours work that is separately billable uses the After-Hours and Emergency rate.

Dependencies and missed targets. A target does not apply while Provider cannot proceed because required access, information, customer authorization, or a necessary third-party system is unavailable, although Provider must still acknowledge when reasonably possible and identify the dependency. A missed target does not create an automatic refund or service credit unless the Service Order expressly provides one. Provider will escalate a material miss internally, notify Customer when the delay materially affects Customer, provide a status update, and document review and reasonable corrective action for a material or repeated miss in its PSA service record.

Rate and Visit Schedule

Applies only when attached to and identified in the Service Order. Work included in an active managed-service package is not billed again. An accepted quote or work authorization incorporated under Section 1.1 controls for the engagement it identifies.

Category	Rate	Billing rule
Standard Technical Labor	\$150 per hour	Business-hours in-shop or out-of-scope technical and project work. In-shop work uses 15-minute increments.
Onsite Technical Labor	\$150 per hour	One-hour minimum, then 15-minute increments, unless a signed quote states otherwise.
Remote Online Support	\$30 per 15-minute increment	Short live remote-support sessions; time is rounded up to the next 15-minute increment. Equivalent to \$120 per hour.
Security Incident Response Support	\$200 per hour	Extended business-hours investigation or remediation outside included managed-service scope.
Technical Compliance Support	\$200 per hour	Business-hours technical compliance support; excludes legal advice, formal audits, certifications, and legal services.
After-Hours and Emergency	\$225 per hour	Any time outside the standard business hours in the Response Target Schedule, including weekends and Provider-observed holidays. For onsite work, the one-hour minimum continues to apply. No additional after-hours minimum applies.

Missed appointments. For an onsite visit canceled or rescheduled with less than one business day's notice, Provider may charge one hour at the labor rate applicable to that appointment. The charge does not apply when an emergency or circumstances reasonably beyond Customer's control prevented timely notice.

Trip charges. Provider charges one flat trip charge per onsite visit. It is based on the one-way Google Maps distance from 843 7th Street, Unit-C, Paso Robles, to the customer's service address, rounded up to the next whole mile. It covers ordinary round-trip travel time and mileage, is not doubled for return travel, and does not include onsite labor. Travel beyond 59 miles requires an approved custom quote.

One-way distance	Flat trip charge
0-4 miles	No charge
5-8 miles	\$15
9-12 miles	\$25
13-16 miles	\$35
17-20 miles	\$50
21-24 miles	\$65
25-29 miles	\$85
30-34 miles	\$105
35-39 miles	\$125
40-44 miles	\$145
45-49 miles	\$165
50-54 miles	\$185
55-59 miles	\$205
More than 59 miles	Custom quote required before dispatch