

Consumer Managed Services Agreement

For Personal, Family, and Household Use

This Consumer Managed Services Agreement (this "Agreement") is between Traci McMahan, doing business as Paso Robles Tech (Paso Robles Tech or Provider), and the individual customer named in the Consumer Service Order (Customer). This Agreement applies only to services acquired primarily for personal, family, or household purposes. Services acquired for business or organizational use are governed by the Business Managed Services Agreement. This Agreement is effective when the last party signs. The Consumer Service Order, approved quote, and signed Service Responsibilities Schedule identify exactly what Customer is buying, what devices or accounts are covered, and what the services cost.

1 Services and activation

1.1 What is covered. Provider will deliver only the services, packages, add-ons, users, devices, accounts, and locations listed in the signed Consumer Service Order and Service Responsibilities Schedule. Website descriptions and sales discussions do not change the signed documents.

1.2 Activation. Coverage and recurring billing begin only when Provider sends written confirmation that a service or covered group is activated. The confirmation will state the Activation date, billing date, price, and, for quarterly or annual service, the initial prepaid term end date.

1.3 Changes to covered items. Customer may ask to add, remove, retire, or replace a covered device, account, or data source. Added items become covered and billable when Provider confirms Activation. Removed items remain covered and chargeable through the current prepaid billing period, even if Customer asks Provider to remove its software earlier. A supported like-for-like replacement transfers coverage after the new item is enrolled and the old item is deactivated. A package, service level, site, or pricing-method change requires an updated Consumer Service Order, except a price change under Section 5.4.

1.4 Separate work. Projects, new installations, replacement hardware, complex recovery, forensic investigation, formal audits, legal advice, and work outside the selected package require Customer's written approval of scope and price before Provider begins, except for immediate containment which may be authorized under an agreed emergency procedure.

2 What each party must do

2.1 Provider. Provider will perform the selected services with reasonable care and skill, use reasonable safeguards for information it handles, and supervise any subcontractor it uses. Provider will explain material recommendations and document service reviews in its PSA system.

2.2 Customer. Customer will provide accurate information, reasonable access, current passwords or approvals when needed, working internet and power, supported equipment and licensed software, and a designated adult contact. Customer will inform Provider about important changes and will not intentionally disable an agreed security, monitoring, or backup tool without obtaining prior written approval with Provider. Provider is not responsible for any and all issues or delays in selected services which arise as a result of the Customer's failure of the requirements as stated herein.

2.3 Accounts and data. Customer is responsible for deciding which devices, accounts, files, and folders need protection and for confirming that they appear in the signed schedule. Customer must identify any information that requires special legal or regulatory handling before Provider accesses it.

3 Security backups and third-party tools

3.1 Security limits. Although security tools, monitoring, and professional oversight reduce risk of threats and attacks, they cannot prevent every scam, attack, outage, equipment failure, or loss. Thus, Provider cannot guaranty an outcome or result of Customer's use of selected services. And a response target measures acknowledgment and the start of investigation or containment, not a guaranteed resolution time or outcome.

3.2 Backup services. If backup is selected, the signed schedule identifies the protected devices or data, cloud storage, any optional local storage, retention, capacity, restore method, and testing included. Customer must confirm that all important data is listed. No backup, recovery time, recovery point, or recovery result is guaranteed unless the signed order expressly says so.

3.3 Restore work. Routine remote file-and-folder restoration from an available recovery point is included when it can reasonably be completed in one remote session requiring no more than four technician hours. Multiple sessions, onsite work, device or server rebuilds, major application recovery, replacement equipment, and other complex recovery require an approved quote unless expressly included.

3.4 End of backup service. Backup access continues only through the chargeable service end date, or until an earlier date when Customer asks Provider to remove the backup software. Earlier removal does not reduce prepaid charges. After coverage ends, recovery points may become unavailable or be deleted according to the third-party platform's normal retention cycle. Customer must retrieve needed data before coverage ends.

3.5 Third-party products. Selected services may depend on products supplied by other companies ("third-party"). Third-party license and use terms apply. Provider is responsible for its own work but does not control a third-party unaffiliated platform's outage, defect, product change, or discontinuation. Provider will use reasonable efforts within the selected service to help diagnose and coordinate 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 selected 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 selected services.

4 Support and emergencies

4.1 Support hours. Standard business hours are Monday through Friday, 9:00 a.m. to 5:30 p.m. Pacific Time, excluding Provider-observed holidays. The signed schedule further directs any included support and response targets.

4.2 P1 emergencies. If the signed order includes a P1 response target, P1 coverage runs continuously. Outside business hours, Customer must call 805-238-9900, extension 9. If nobody answers, Customer must leave a voicemail explaining the emergency and giving callback information. Provider will maintain an on-call paging workflow that requires acknowledgment, escalates if nobody acknowledges, and preserves alert and acknowledgment times. An unanswered call without a voicemail is not a reliable incident report.

4.3 Dependencies. A response target shall be delayed in the event Provider cannot proceed because required access, information, Customer approval, power, internet, or a needed third-party services and products or system is unavailable. A missed target does not create an automatic refund or credit unless the signed order expressly provides for such refund.

5 Price payment and renewal

5.1 Prepaid subscriptions. Monthly, quarterly, and annual recurring fees are prepaid. The Consumer Service Order shows the billing frequency, price, included quantities, one-time charges, and any applicable discount. Any Managed Services enrollment fee waiver or service credit, including a waiver of an applicable tune-up or virus-removal fee, must be clearly stated in the Consumer Service Order with the eligible serviced device, qualifying quarterly or annual term, enrollment deadline, and any early-cancellation treatment.

5.2 Automatic payment. Before Activation, Customer will authorize recurring payment by credit card through 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. At Activation and each renewal, Provider's billing system creates the invoice and attempts the authorized payment. Customer will keep the payment method current and promptly report a good-faith billing dispute.

5.3 ACH discount. Successful ACH autopay receives a discount equal to 1 percent of eligible recurring service charges after any quarterly or annual commitment discount, up to \$15 per invoice. It does not apply to taxes, equipment, projects, reimbursements, one-time charges, or usage-based charges. If the ACH debit is returned, declined, or revoked, the discount does not apply to that invoice.

5.4 Price changes and reminders. Provider may change a recurring price by giving clear notice before the change takes effect. For a consumer automatic-renewal plan, Provider will give any notice and cancellation method required by California law. Provider will also send the renewal reminders described in the Consumer Service Order and keep a record of transmission. Customer may cancel before a price increase takes effect without an additional-month charge.

5.5 Late payment. Provider may suspend an affected service for an undisputed invoice more than 45 days overdue after giving 10 days' written suspension notice to Customer. All late payment charges must be clearly stated in the Consumer Service Order and must comply with applicable law. Provider will waive or correct a charge applied to an amount under a documented good-faith dispute made in writing to Provider by Customer.

6 Renewal cancellation and refunds

6.1 Automatic renewal disclosure. The service automatically renews for the billing period selected in the Consumer Service Order unless Customer cancels. Customer may cancel by emailing support@pasorblestech.com, replying to a Provider ticket email with a clear cancellation request, or using any online cancellation method Provider makes available. Provider will not require a telephone call to complete an email or online cancellation.

6.2 Monthly service. Monthly service remains chargeable through the end of the billing period after the one in which Provider receives the cancellation. This final period covers third-party licenses and service and products commitments Provider purchases in advance for selected services provided to Customer. Provider will continue service through that date unless Customer requests earlier shutoff and software removal. Earlier shutoff does not reduce the amount due.

6.3 Quarterly or annual service. Notice in writing received at least 30 calendar days before the current prepaid term ends prevents renewal. Notice received in writing fewer than 30 days before term end, or within 15 calendar days after renewal, makes the chargeable end one month after the prior term end. That month is charged at one-third of the discounted quarterly fee or one-twelfth of the discounted annual fee, before taxes and any ACH discount. If Provider already collected a larger renewal payment, it will refund the excess amount actually paid within 30 calendar days. Notice received more than 15 calendar days after renewal leaves the renewed prepaid term in effect. All Notices as stated herein must be made in writing.

6.4 No refund for Customer cancellation. Except for the post-renewal correction in Section 6.3 or Customer's termination for Provider's uncured material breach, unused prepaid time is not refundable. If Provider cancels without cause on 30 days' written notice, it will refund the amount actually paid for recurring service after the cancellation date.

6.5 California cancellation rights. Nothing in this Agreement limits a cancellation or refund right that applicable consumer law does not allow the parties to waive. If this is a California home-solicitation transaction, Provider must attach the applicable statutory Notice of Cancellation in duplicate before signing. The applicable notice controls over any inconsistent language in this Agreement.

7 Ending service and protecting information

7.1 Material breach. Either party may end an affected service if the other materially breaches this Agreement and does not substantially cure the breach within 30 calendar days after written notice of the breach. A breach that cannot reasonably be cured may justify earlier termination to the extent the law permits. If Customer ends service for Provider's uncured material breach, no notice-period charge applies and Provider will refund the amount Customer paid for recurring service after the termination date within 30 days.

7.2 Transition. Provider will reasonably coordinate removal of its tools and access, return available Customer credentials and documentation, and give Customer a reasonable opportunity to retrieve Customer data Provider holds. Additional migration or transition work requires an approved quote. Provider will then delete or retain data according to the signed order, applicable law, and the third-party platform's normal retention cycle. Customer is responsible for payment to Provider under the approved quote for additional migration or transition work required.

7.3 Confidentiality. Each party will use reasonable care to protect the other's nonpublic personal, technical, pricing, and security information and use it only to provide, receive, or enforce the services. Customer owns Customer data. Provider owns its preexisting tools, methods, scripts, and documentation templates. California laws and legal definitions apply to this Agreement with respect to confidential information, privacy, property rights, intellectual property, trade secrets, etc.

8 Responsibility and legal terms

8.1 Service standard. Provider will use reasonable care and skill and, when reasonably possible, reperform materially deficient work after timely notice. Provider does not promise that every threat, outage, equipment failure, data loss, scam, or third-party defect will be prevented.

8.2 Liability limit. To the extent California law permits, each party's total liability arising from an affected Consumer Service Order is limited to the recurring fees Customer paid for that order during the twelve months before the event giving rise to the claim, plus any one-time fees for the affected work. Neither party is liable for indirect, special, consequential, or punitive damages. These limits do not apply to personal injury caused by negligence, fraud, willful misconduct, or rights and liabilities that cannot lawfully be limited under California law.

8.3 Notices. Formal notices go to the contacts in the Consumer Service Order. Provider's notice email is support@pasoroblestech.com and its mailing address is 843 7th Street, Unit-C, Paso Robles, CA 93446. An email to that address, or a reply to a Provider ticket email, is formal notice and is made in writing when it clearly communicates cancellation, breach, a contact change, or another formal notice. Email is received when it is retrievable in the designated mailbox; a delivery failure defeats notice requirements.

8.4 Disputes and general terms. The parties agree to try for 30 days to resolve a dispute after written notice from one party to the other. California law applies to this Agreement. Venue and jurisdiction for any action arising under or related or associated with this Agreement is proper with the California Superior Court for San Luis Obispo County. The parties to this Agreement 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. 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 remain 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. Electronic signatures are permitted and counterparts are allowed under this Agreement. This Agreement, the signed Consumer Service Order, approved quote, and signed schedules are the entire Agreement regarding the selected services. 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).

Consumer Service Order

This Service Order is part of the Consumer Managed Services Agreement. Complete every applicable field and attach the approved quote and signed Service Responsibilities Schedule before signing.

Item	Details
Contract number	[Contract number]
Effective Date	[Date last party signs]
Provider	Traci McMahan dba Paso Robles Tech
Customer	[Full legal name]
Service address	[Service address]
Approved quote	[Quote number and date]
Covered devices and accounts	[Inventory or signed attachment]
Responsibilities schedule	[Signed schedule title, version, and date]
Customer notice contact	[Email and mailing address]
Provider notice contact	support@pasoroblestechnology.com; 843 7th Street, Unit-C, Paso Robles, CA 93446
Primary and alternate contacts	[Names, phone numbers, and email addresses]

Selected services

Service or add-on	Tier and covered quantity	Signed schedule reference
[Selected service]	[Tier, units, and scope]	[Schedule title and date]

Price and payment

Item	Details
Billing frequency	[Monthly, quarterly, or annual]
Recurring term fee	\$(Amount before ACH discount)
Discounted monthly equivalent	[Quarterly fee divided by 3, or annual fee divided by 12]
One-time charges	[Amount and description, or None]
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]
Payment method	[Authorized ACH or credit-card autopay]
ACH autopay discount	1% of eligible recurring service charges after commitment discounts, up to \$15 per invoice
Payment due	Due when invoice is created and automatic payment is attempted
Activation and billing dates	[Provided in written Activation confirmation]
Late charge	[None unless separately stated after California counsel approves the amount, assessment base, and frequency]

Automatic renewal and cancellation disclosure

THE SUBSCRIPTION AUTOMATICALLY RENEWS MONTH TO MONTH, QUARTER TO QUARTER, OR YEAR TO YEAR AS SELECTED ABOVE UNTIL CUSTOMER CANCELS. THE RENEWAL CHARGE IS THE RECURRING TERM FEE THEN IN EFFECT, SUBJECT TO A PROPERLY NOTICED PRICE CHANGE. CUSTOMER MAY CANCEL BY EMAILING SUPPORT@PASOROBLESTECH.COM, REPLYING TO A PROVIDER TICKET EMAIL WITH A CLEAR CANCELLATION REQUEST, OR USING PROVIDER'S AVAILABLE ONLINE CANCELLATION METHOD. SECTIONS 6.2 AND 6.3 EXPLAIN THE CHARGEABLE END DATE.

Annual renewal reminder: Provider will send the legally required annual reminder. For an initial term of one year or longer, Provider will send the required pre-renewal notice within the legally required window. Provider's operational target for quarterly and annual reminders is at least 45 days before renewal, subject to California timing requirements. The reminder will state the service, renewal date, billing frequency, amount then scheduled, cancellation method, and last day to avoid an additional-month charge.

Additional agreed terms

[List any signed addendum, onboarding prerequisite, emergency authorization, or approved departure from the Agreement. Write None if there are none.]

Signatures

By signing, Customer confirms that the automatic-renewal terms, recurring price, billing frequency, cancellation method, and Service Responsibilities Schedule were presented before consent and that Customer authorizes recurring payment by the selected method.

Provider	Customer
Traci McMahan dba Paso Robles Tech	[Customer full legal name]
Signature: _____	Signature: _____
Name: _____	Name: _____
Date: _____	Date: _____
	Customer is age 65 or older: [] Yes [] No