



Managed Services Agreement

Rocky Butte Technology Solutions — Rev. 2
Rocky Butte Technology Solutions (RBTS)
Revised June 18, 2026

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This Managed Services Agreement (the “Agreement”) is entered into on the date of last signature (“Effective Date”) by and between:

- **Empresa Fantasma LLC, DBA: Rocky Butte Technology Solutions** (“Provider”), a Limited Liability Company (LLC) with its principal place of business at 5441 S. Macdam Ave. Suite N, Portland OR, 97239, USA, and
- **The Client** (“Client”) as identified in the accompanying Products and Services Agreement or Order Form.

DEFINITIONS

The following definitions apply throughout this Agreement:

- **“User”** means each individual provided access to Client’s managed environment, as evidenced by an assigned email account, directory or identity account, or equivalent credential, together with the ability to access one or more managed Systems or Services. Shared, generic, or non-human service accounts are not counted as Users unless separately agreed.
- **“System”** (or **“Managed Device”**) means any server, workstation, laptop, mobile device, network appliance, or other endpoint that is enrolled in, connected to, or managed under the Services. Transient or guest devices that connect only to a guest network and are not enrolled in Provider’s management or security tooling are not counted as Systems.
- **“Services”** means the managed IT and related technology services provided under this Agreement, as detailed in the applicable Order Form or Statement of Work.

1. SERVICES

1.1 Scope of Services

Provider agrees to provide managed IT and related technology services to Client, which may include but are not limited to:

- Network monitoring and management
- Cybersecurity services
- Cloud management
- Help desk support
- Backup and disaster recovery
- Patch management and software updates
- VoIP phone services
- Internet services
- Managed Wi-Fi & networking solutions
- Camera/surveillance systems

Specific services purchased by Client will be detailed in Order Forms or Statements of Work (SOWs) referencing this Agreement.

1.2 Service Level Agreement (SLA)

1.2.1 Business Hours

Standard Business Hours: Monday through Friday, 9:00 AM to 5:00 PM Pacific Time, excluding federal holidays as defined by the U.S. Office of Personnel Management (OPM) published holiday schedule.

1.2.2 Issue Priority Definitions

Priority	Definition	Examples
Critical	Complete service outage affecting all users or critical business functions	Server down, network outage, security breach, email system failure
High	Significant degradation affecting multiple users or important business functions	Partial network issues, application performance problems, printer failures affecting multiple users
Medium	Limited impact affecting few users or non-critical functions	Single workstation issues, minor software problems, non-critical application issues
Low	Minimal impact, cosmetic issues, or enhancement requests	Software updates, user training requests, minor configuration changes

1.2.3 Response Time Commitments

Issue Priority	Basic	Standard	Priority
Critical Issues	Remote: 3 hours	Remote: 2 hours	Remote: 1 hour
	On-site: Next business day	On-site: 4 hours	On-site: 2 hours
High Priority	Remote: 6 hours	Remote: 4 hours	Remote: 2 hours
	On-site: 2 business days	On-site: Next business day	On-site: 4 hours
Medium Priority	Remote: Next business day	Remote: Same day	Remote: 4 hours
	On-site: 3 business days	On-site: 2 business days	On-site: Next business day
Low Priority	Remote: 2 business days	Remote: Next business day	Remote: Same day
	On-site: 5 business days	On-site: 3 business days	On-site: 2 business days

Response time is measured from when Provider receives notice of the issue during business hours. Issues reported outside business hours will begin response time measurement at the start of the next business day unless emergency after-hours service has been arranged.

1.2.4 Service Area and On-Site Response

On-site response times apply within the Portland metropolitan area (within 25 miles of Provider’s office). For locations outside this area, on-site response times may be extended and will be confirmed at time of service request. Provider may utilize qualified partner technicians for remote locations.

1.2.5 Business Day Definition

For MTTR calculations: A business day is defined as Monday through Friday, 9:00 AM to 5:00 PM Pacific Time, excluding federal holidays. MTTR calculations include only business hours, not elapsed time.

1.2.6 Mean Time to Repair (MTTR)

Category	Basic	Standard	Priority
Network Outages	8 business hours	6 business hours	4 business hours
Server Issues	12 business hours	8 business hours	6 business hours
Workstation	24 business hours	12 business hours	8 business hours
Software Glitches	24–48 business hours	12 business hours	8 business hours
Non-Critical	72 business hours	48 business hours	24 business hours

1.2.8 Escalation Procedures

If Provider fails to meet initial response time commitments:

- **Critical Issues:** Automatic escalation to senior technician and Client notification within 30 minutes of missed SLA
- **High Priority:** Escalation and Client notification within 1 hour of missed SLA
- **Medium/Low Priority:** Escalation and Client notification within 4 hours of missed SLA

Escalation notifications will be sent to Client’s designated primary and executive contacts via email and phone.

1.2.9 SLA Breach Notification

Provider will notify Client within 2 business hours of any confirmed SLA breach, including:

- Description of the breach and impact
- Root cause analysis (preliminary within 4 hours, final within 48 hours)
- Corrective actions taken
- Preventive measures to avoid recurrence
- Service credit calculation (if applicable)

1.2.7 Help Desk Availability

Provider’s help desk and phone support are available during standard business hours (9:00 AM – 5:00 PM Pacific Time, Monday–Friday). Emergency after-hours support may be available for Critical issues on Standard and Priority service tiers, subject to additional charges and 4-hour minimum billing.

1.3 Uptime Guarantee

Provider commits to 99.9% uptime for critical services under management (e.g., servers, network devices). This does not include events outside Provider’s reasonable control (e.g., force majeure, client-dependent delays, third-party vendor outages, or downtime attributable to time awaiting procurement or delivery of replacement hardware).

1.4 SLA Exclusions

MTTR and response time commitments exclude delays due to:

- **Client-dependent actions:** Delays waiting for Client approval, access, or information
- **Third-party vendor response:** Issues requiring manufacturer support, ISP repairs, or other vendor involvement
- **Force Majeure events:** Natural disasters, power outages, internet outages beyond Provider’s control
- **Hardware failures:** Time required for equipment procurement and delivery (though Provider will expedite when possible)
- **Client-caused issues:** Problems resulting from unauthorized changes, user error, or non-compliance with Provider recommendations
- **Change requests:** Modifications to scope or approach requested during resolution
- **Security restrictions:** Additional time required for security protocols or compliance procedures

All exclusions will be documented in the service ticket and communicated to Client promptly.

2. TERM AND TERMINATION

2.1 Term and Automatic Renewal

This Agreement shall commence on the Effective Date and continue for the duration specified in the accompanying Products and Services Agreement or Order Form. If no specific term is indicated in the Order Form, this Agreement shall default to an initial 36-month term. This Agreement will automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the expiration of the current term. Automatic renewal does not apply to month-to-month services, which continue until terminated by either party with 30 days’ notice.

2.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice for the following:

- **Immediate Termination (No Cure Period):** Breach of confidentiality, non-disclosure, or non-solicitation provisions; violation of applicable laws or regulations; assignment without consent; insolvency or bankruptcy proceedings.
- **Termination with Cure Period:** For all other material breaches, the non-breaching party may terminate if the breaching party fails to cure such breach within 30 days of receiving written notice.
- **Repeated Violations:** Any pattern of repeated violations of this Agreement, even if individually cured, may result in immediate termination.

2.3 Termination Without Cause

1. **Client May Terminate:** Client may terminate without cause by providing 30 days’ written notice.
2. **Termination Fee:** In the event of termination without cause by Client after the 90-day trial period, Client agrees to pay a termination fee equal to 40% of the remaining contracted value. This fee is due within

30 days of termination notice and covers Provider's committed resources, lost opportunity costs, and administrative expenses.

3. **Provider May Terminate:** Provider may terminate without cause by providing 90 days' written notice to Client.
4. **Contract Commitment:** Client acknowledges that this Agreement represents a firm commitment for the specified term, and that Provider relies on this commitment for resource planning, staffing, and vendor agreements.

2.4 Month-to-Month Continuation

Upon expiration of the initial contract term, Client may elect to continue services on a month-to-month basis at a rate 20% higher than the contracted annual rate, subject to Provider's approval. Either party may terminate month-to-month services with 30 days' written notice.

2.5 90-Day Trial Period & Equipment Buyout Option

1. **Trial Period:** Client has a one-time option to terminate this Agreement without cause at the 90-day account review meeting.
2. **Service Termination:** If Client terminates during the Trial Period, all managed services end within 30 days of written notice.
3. **Equipment Retention:** Should Client wish to keep any Provider-owned network equipment, Client must pay the equivalent of two-thirds (2/3) of the total contract duration in monthly equipment payments. For example, on a 36-month contract, Client would pay 24 months of equipment fees for each piece of retained hardware.
4. **Equipment Return:** Any equipment not purchased by Client must be returned within 14 days of termination, in good working condition (normal wear and tear excepted).
5. **Data Transfer:** Provider will assist in transferring services/data to Client or another provider within the 30-day termination period.
6. **Final Charges:** Client is responsible for all charges incurred up to the date of service termination.
7. **Continuation:** If the Client does not exercise the termination option at the 90-day review, this Agreement continues as outlined herein.

2.6 Effect of Termination

- **Outstanding Fees:** Client shall pay all outstanding fees for services rendered up to the date of termination.
- **Transfer Assistance:** Provider shall assist in transferring services to Client or another provider upon request.
- **Return or Destruction of Confidential Info:** Each party shall return or destroy all confidential information of the other party.
- **Exemption from Termination Fee:** The 40% termination fee does not apply if termination occurs during the 90-Day Trial Period.

3. FEES AND PAYMENT

3.1 Fees

Client agrees to pay Provider the fees specified in the accompanying Products and Services Agreement or Order Form on a monthly basis for the services outlined herein.

Where fees are charged on a per-User or per-System basis, Provider will bill according to the actual number of Users and Systems in the managed environment. Provider may reconcile these counts periodically, and changes will be reflected on the next invoice following the change.

3.2 Payment Terms

- Invoices will be issued monthly and are due within 15 days of receipt.
- Provider reserves the right to suspend services if invoices remain unpaid beyond 30 days.
- If Client fails to make payment for any services, and such failure continues for 15 days after written notice, interest shall accrue at 1.5% per month (18% annually) until paid.
- In the event collection processes are instituted, Client shall pay all costs of collection including reasonable attorney fees and court costs.
- **Third-Party Charges:** Client is responsible for all recurring third-party vendor and subscription charges that Provider procures on Client's behalf with Client's approval (e.g., software licenses, cloud services, carrier services), whether billed through Provider or directly to Client.
- **Returned Payments:** Any payment returned or reversed (e.g., for insufficient funds, a closed account, or a disputed ACH) is subject to a returned-payment fee of \$35 per occurrence, in addition to the amount owed.

- **Unpaid Third-Party Services:** Provider does not warrant the continued availability of any third-party service for which Client has not paid the applicable fees, and is not responsible for any interruption, data loss, or other consequence resulting from Client's non-payment of such charges.

3.3 Fee Adjustments

(a) Annual Adjustment. Provider may increase recurring service fees on each annual anniversary of the Effective Date by the greater of three percent (3%) or the percentage increase in the Consumer Price Index (CPI-U, U.S. City Average) over the preceding twelve months, upon thirty (30) days' written notice.

(b) Third-Party Cost Pass-Through. Provider may adjust fees to reflect documented increases in third-party costs including but not limited to: software licensing fees, carrier/internet service costs, cloud service subscriptions, security service fees, or other direct service costs. Such adjustments require 30 days' written notice with documentation of the cost increase and will be passed through at Provider's actual cost without markup.

3.4 Project and Additional Service Billing

Work outside the scope of this Agreement is typically billed at \$125 per hour, though rates may vary based on circumstances including:

- **Standard Rate:** \$125/hour for most project work and additional services
- **After-Hours Rate:** Higher rates may apply for work performed outside of standard business hours (9 AM – 5 PM, Monday – Friday)
- **Discounted Rate:** Lower rates may apply for work that complements or extends Provider's existing managed services for Client
- **Specialized Work:** Complex or specialized projects may require different rates based on required expertise

Provider will obtain Client approval and provide rate information before commencing any out-of-scope work.

Project Work. "Project Work" means any discrete, non-recurring engagement outside the scope of the recurring managed services, including but not limited to implementations, migrations, installations, system buildouts, and one-time configuration work. Project Work is scoped, priced, and authorized in a Statement of Work (SOW) referencing this Agreement. Provider will not commence Project Work until the applicable SOW is signed, except for emergency remediation authorized under Provider's out-of-scope approval process above.

Payment Schedule. Unless an SOW specifies otherwise, Project Work is billed 50% upon execution of the SOW (the "Deposit") and 50% upon Completion. Provider will not schedule or begin Project Work, or procure related materials, until the Deposit has cleared.

Hardware and Licensing. Any hardware, third-party software, or subscription licenses required for Project Work are billed at 100% before Provider procures them and are separate from the 50/50 labor payment schedule.

Completion and Acceptance. "Completion" means Provider has delivered the deliverables described in the SOW. Client has five (5) business days from delivery to notify Provider in writing of any specific, material deficiency within the SOW scope. Absent such notice, the deliverables are deemed accepted and final payment becomes due. Provider will remedy timely-reported, in-scope deficiencies.

Deposit Terms. The Deposit is non-refundable once Provider begins work or procurement. If Client cancels before work or procurement begins, the Deposit is refunded less any costs Provider has already incurred.

4. RESPONSIBILITIES

4.1 Provider Responsibilities

- Provide services as outlined in Section 1.
- Maintain qualified staff and necessary equipment.
- Conduct business reviews (quarterly or annual, depending on service level).
- Provide regular performance reports as agreed or upon request.

4.2 Client Responsibilities

- Provide necessary access and information.
- Promptly report issues to Provider.
- Maintain valid licenses for Client-owned software.
- Participate in scheduled business reviews.
- Comply with hardware and software requirements as specified in Sections 11.7 and 11.8.

5. QUARTERLY & ANNUAL BUSINESS REVIEWS

5.1 Frequency & Applicability

- **Quarterly Business Reviews (QBRs):** For Clients subscribing to comprehensive MSP services, Provider will conduct QBRs every three months.

- **Annual Business Reviews (ABRs):** For Clients only using specific or limited services (e.g., Wi-Fi access points, cameras, internet, or VoIP alone), Provider will conduct ABRs rather than quarterly reviews.

5.2 Scope of Reviews

QBR/ABR topics may include, but are not limited to:

- Service performance against SLAs
- Major incidents or recurring issues
- Ticket volumes, categories, and trends
- Completed projects and upcoming project planning
- IT roadmaps and strategic recommendations
- Security posture reviews and recommendations
- Budget review and future planning
- Client feedback and satisfaction
- Opportunities for service improvements or optimizations

5.3 Documentation

Provider will prepare and distribute a summary report of each review to Client within 5 business days following the session.

5.4 Action Items

Action items agreed upon during any review will be documented, assigned to responsible parties, and followed up in subsequent reviews.

5.5 Schedule Changes

The schedule for QBRs or ABRs may be adjusted by mutual agreement, but QBRs shall occur at least quarterly for MSP customers, and ABRs shall occur at least once per 12-month period for limited-service customers.

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information

During the term of this Agreement, and thereafter in perpetuity, neither party shall, without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" includes each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawings, specifications, models, software, source codes, object codes, technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

6.2 Exceptions

Confidential Information shall not include information that: (a) is or becomes publicly available through no breach of this Agreement by the receiving party; (b) is rightfully received by the receiving party from a third party without breach of any confidentiality obligation; (c) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is required to be disclosed by law or court order, provided the receiving party gives prompt written notice to allow the disclosing party to seek protective measures.

6.3 Data Protection Compliance

Provider is committed to protecting and securing sensitive and personal data in compliance with applicable data protection laws, including GDPR, HIPAA, and other relevant regulations. Provider will implement and maintain appropriate security measures to protect such data against unauthorized access, disclosure, alteration, or destruction. Provider will promptly notify Client in the event of any data breach that affects Client's data.

6.4 Recording of Support Communications

Telephone calls and text messages to Provider's support and service numbers are automatically recorded and processed for quality assurance, ticketing, training, and service delivery. By contacting Provider through these numbers, Client and its personnel acknowledge and consent to such recording and processing. Recordings are retained and handled in accordance with Provider's data-retention and security practices.

7. NON-SOLICITATION AGREEMENT

Client and Provider both agree that they will not solicit for hire, and will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly, during the term of this Agreement or for a

period of 24 months immediately following termination of this Agreement. This restriction applies whether the solicitation or engagement is as an employee, contractor, consultant, or in any other capacity.

8. INTELLECTUAL PROPERTY

Any custom solutions or scripts developed by Provider remain the property of Provider, with Client granted a non-exclusive license to use such solutions for the duration of this Agreement.

9. LIABILITY, LIMITATION, AND INDEMNIFICATION

9.1 Limitation of Liability

PROVIDER'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT FOR SERVICES DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Specific Disclaimers

Provider shall not be liable for: (a) any failure or delay in performance due to circumstances beyond Provider's reasonable control; (b) any loss or corruption of data, except to the extent directly caused by Provider's gross negligence; (c) any security breaches or cyber attacks not directly attributable to Provider's gross negligence or willful misconduct; (d) any third-party software, hardware, or service failures; or (e) any costs of procurement of substitute goods or services.

9.3 Mutual Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party and its directors, officers, employees, agents, and affiliates (the "Indemnified Party") from and against any and all third-party claims, demands, lawsuits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from: (a) any breach of this Agreement by the Indemnifying Party; (b) any negligent or wrongful acts or omissions of the Indemnifying Party; (c) any violation of applicable laws or regulations by the Indemnifying Party; or (d) any infringement of third-party intellectual property rights by the Indemnifying Party's services, products, or materials.

9.4 Indemnification Procedures

The Indemnified Party shall: (a) promptly notify the Indemnifying Party in writing of any claim; (b) grant the Indemnifying Party sole control of the defense and settlement of the claim; and (c) provide reasonable cooperation in the defense. The Indemnifying Party shall not settle any claim without the Indemnified Party's written consent if such settlement would impose obligations on or admit fault by the Indemnified Party.

9.5 Indemnification Limitations

The indemnification obligations in this Section shall not apply to claims arising from: (a) the Indemnified Party's gross negligence or willful misconduct; (b) the Indemnified Party's breach of this Agreement; (c) the Indemnified Party's modification of the Indemnifying Party's services or products; or (d) the Indemnified Party's use of services or products in a manner not authorized by this Agreement.

10. SERVICE CREDITS

10.1 Eligibility

Client may be eligible for service credits if Provider fails to meet the SLA metrics in Section 1.2.

10.2 Credit Calculation

1. **Mean Time to Respond:** For each hour Provider exceeds the stated Response Time, Client may receive a credit of 1% of the monthly fee, up to 10% per incident.
2. **Mean Time to Repair:** For each day Provider exceeds the agreed-upon MTTR, Client may receive a credit of 5% of the monthly fee, up to 15% per incident.
3. **Uptime:** If monthly uptime for a critical service falls below 99.9%, Client receives a credit of 5% of the monthly fee for each 0.1% below that threshold, up to 25%.

10.3 Credit Limit

The total credits in any month shall not exceed 25% of that month's fee.

10.4 Credit Request Process

Client must request credits in writing within 30 days of the SLA breach. Provider will respond to all requests within 15 business days.

10.5 Application of Credits

Approved credits will be applied to the next billing cycle following approval.

11. EQUIPMENT AND SOFTWARE

11.1 Ownership

All hardware (e.g., VoIP phones, network devices, Wi-Fi access points, cameras, modems) provided by Provider under this Agreement remains the property of Provider, unless explicitly purchased by Client through a signed Order Form or Buyout option. The monthly Service fee covers use, maintenance, and standard warranty replacement of Provider-owned equipment.

11.2 Return of Hardware

Upon termination or cancellation of a specific service or this Agreement, Client must return any Provider-owned hardware to Provider within 14 days in good working condition (normal wear and tear excepted). Failure to do so may result in additional charges.

11.3 Client Responsibilities

- Use Provider-owned equipment solely for its intended purpose and in accordance with Provider's instructions.
- Do not modify, repair, or tamper with Provider-owned equipment without Provider's consent.
- Promptly report issues or malfunctions to Provider.

11.4 Provider Responsibilities

- Maintain and update the equipment as necessary.
- Replace faulty equipment within 3 business days, provided the fault is not due to Client's misuse or negligence.

11.5 Software Licensing

Client is responsible for maintaining proper licensing for any Client-owned software. Provider will assist in managing these licenses as part of its services, where applicable.

11.6 Provider-Provided Software Subscriptions

1. **Subscription Commitment:** If Provider supplies or resells any subscription-based software ("Subscription Software") that requires a fixed term or minimum commitment (e.g., Microsoft 365), Client agrees to be responsible for all subscription fees due for the entire committed term, even if terminated prior to term's end.
2. **Short-Term Subscriptions for Initial 90 Days:** Whenever possible, Provider will offer or maintain short-term or flexible subscription arrangements during the initial 90 days of service, allowing Client to evaluate the Subscription Software without a long-term obligation.
3. **Transition to Committed Term:** After the initial 90 days or the end of any short-term arrangement, any continued use of the Subscription Software will be subject to the full committed term and associated fees.

11.7 Hardware Requirements and Lifecycle Management

Client agrees to the following hardware requirements:

- **Age Limitations:** All PCs, servers, and network equipment must be less than 5 years old at the start of services. Equipment turning 5 years old during the agreement term must be replaced within 6 months, unless Provider grants a written extension based on equipment condition, performance, and business requirements.
- **Lifecycle Extensions:** Provider may, at its sole discretion, grant extensions to the 5-year hardware lifecycle limit for equipment that continues to meet performance standards, maintains manufacturer support, and poses minimal risk to network stability and security. Such extensions will be evaluated annually and documented in writing.
- **Server Requirements:** All servers must be covered by active hardware warranties. Provider will coordinate warranty diagnostics, repairs, and return to service.
- **Replacement Policy:** Equipment over 5 years old that fails will need to be replaced by Client with hardware meeting current specifications. Work to restore equipment beyond its lifecycle will be billed as additional services.

- **Hot Spares:** Client shall maintain appropriate spare equipment for critical systems as recommended by Provider during the initial assessment.

11.8 Software Requirements

Client systems must meet the following software requirements:

- **Operating Systems:** All servers, desktops, and laptops must run operating systems currently supported by the manufacturer (Microsoft, Apple, etc.) with at least 12 months of remaining support life.
- **Updates:** All systems must accept and install critical security updates and patches as managed by Provider.
- **Licensing:** All software must be properly licensed, genuine, and vendor-supported.
- **End-of-Life:** When operating systems or critical software reach end-of-life, Client must upgrade or replace affected systems within 90 days of notification.
- **Business Applications:** Client is responsible for obtaining installation, training, and technical support from vendors of business applications that are not provided or already supported by Provider under this Agreement. Provider will assist with network-level support (connectivity, permissions, basic troubleshooting) but relies on software manufacturers for application-specific issues. Provider may offer additional business application support as a separate project or ongoing service arrangement, which would be billed separately at applicable rates or through a separate service agreement.

11.9 RBTS-Owned Managed Infrastructure

Certain hardware Provider deploys at Client locations or otherwise in connection with the Services is RBTS-owned managed infrastructure — not Client systems — and remains Provider’s property under Section 11.1. Provider may operate supporting service-delivery components on the capacity of such RBTS-owned managed infrastructure — including but not limited to distributed backup, points of presence, routing, VPN termination and relay, DNS, monitoring, security services, software and update distribution, reverse proxies, status pages, client portals, and failover — in support of Client and of other RBTS-managed environments.

Non-Interference and Priority. Client’s subscribed services take priority at all times. Provider’s use of RBTS-owned managed infrastructure is secondary to Client’s subscribed services and will not materially degrade the performance, bandwidth, security, privacy, availability, or intended use for which Client subscribes.

12. INSTALLATION SERVICES

12.1 Professional Installation

Provider offers professional installation services for network infrastructure, security systems, and other technology solutions. Specific installation requirements, timelines, and costs will be detailed in separate Order Forms or Statements of Work.

12.2 Use of Existing Infrastructure

- If Client chooses to rely on existing infrastructure (e.g., legacy cabling, older equipment), Provider cannot guarantee performance or reliability if such infrastructure does not meet current standards.
- Provider disclaims liability for reduced performance or frequent failures due to substandard infrastructure not supplied or installed by Provider.
- If problems arise, Provider may recommend upgraded infrastructure at additional cost.

13. ADDITIONAL SERVICE-SPECIFIC SLAS

13.1 VoIP Phone Services

- **Uptime Guarantee:** Provider will use commercially reasonable efforts to maintain 99.9% monthly uptime for VoIP platform availability.
- **Response Times:** VoIP outages are generally High Priority issues; refer to Section 1.2 for response commitments.
- **Limitations:** Disruptions caused by internet outages, carrier problems, or local site issues are excluded.

13.2 Internet Services

- **Uptime & Bandwidth:** Provider passes through the underlying carrier’s SLA. Provider does not guarantee specific throughput or latency beyond those carrier terms.
- **Point of Contact:** Provider shall serve as Client’s point of contact for internet service issues, managing escalations to the carrier as needed.
- **Exclusions & Credits:** Force majeure, upstream maintenance, or carrier-level outages are not Provider’s responsibility. Any carrier-provided credits will be passed on to Client as applicable.

13.3 Managed Wi-Fi

- **Coverage & Configuration:** Provider will install and manage Wi-Fi access points/controllers to achieve reasonable coverage. Physical or environmental factors may affect performance.
- **Firmware & Security Updates:** Provider will apply updates periodically, often after business hours to minimize disruption.
- **Incident Response:** Wi-Fi outages or severe performance degradation may be categorized as Medium or High Priority, depending on business impact.

14. FORCE MAJEURE

14.1 Definition

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation: acts of God, acts of a public enemy, pandemics, epidemics, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable), strikes, lockouts, acts of any governmental body, laws, regulations, orders, or decrees, failure or delay of third parties or governmental bodies from whom approvals must be obtained, inability to obtain labor, materials, equipment, or transportation, power failures, internet outages, cyber attacks affecting critical infrastructure, or illness of key personnel (collectively "Force Majeure Events").

14.2 Notice and Mitigation

The affected party shall: (a) notify the other party in writing as soon as reasonably practicable after becoming aware of the Force Majeure Event; (b) use commercially reasonable efforts to mitigate the impact and duration of the event; (c) provide regular updates on the status and expected resolution; and (d) resume performance as soon as reasonably possible after the event ceases.

14.3 Service Adjustments

If Client's operations are substantially changed due to a Force Majeure Event, Provider will evaluate the need for temporary adjustments to IT services and related fees, taking into account Provider's ongoing expenses for maintaining backups, monitoring, licensing, and technician availability.

14.4 Extended Force Majeure

If a Force Majeure Event continues for more than 90 consecutive days, either party may terminate this Agreement upon 30 days' written notice without penalty.

14.5 No Technician Risk

Provider is not required to have technicians work during periods or at locations where their safety or health could be in jeopardy and will not require technicians to perform on-site work during hazardous conditions.

15. GENERAL PROVISIONS

15.1 Governing Law

This Agreement is governed by the laws of the State of Oregon, without regard to its conflict of laws provisions.

15.2 Dispute Resolution

The parties shall attempt to resolve any dispute through good faith negotiation for 30 days, followed by mediation if necessary, before resorting to litigation in an Oregon court of competent jurisdiction.

15.3 Amendments

Any changes must be in writing and signed by both parties. Email communications alone do not constitute an amendment unless electronically signed or otherwise legally enforceable per mutual agreement.

15.4 Entire Agreement

This Agreement, together with any signed Order Forms, SOWs, or Addenda, constitutes the entire understanding between the parties, superseding all prior agreements or representations.

15.5 Order Forms & SOWs

The specific services, fees, and any unique terms are detailed in each Order Form or Statement of Work, referencing this MSA. In the event of a conflict, the Order Form/SOW shall control for the specific service in question.

15.6 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.7 Assignment

Provider may assign this Agreement without Client consent. Client may not assign this Agreement without Provider's prior written consent.

15.8 Waiver

No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision.

15.9 Notices

All notices required under this Agreement must be sent via email or certified mail to the addresses specified in the Order Form. Notices are deemed received when sent via email (with delivery confirmation) or three days after mailing via certified mail.

15.10 Acceptance and Modification of Terms

(a) Acceptance. Commencement or continued use of the Services, and/or payment of any invoice for the Services, constitutes Client's acceptance of this Agreement and the then-current terms, whether or not a signed Order Form or signature page is on file.

(b) Updates to General Terms. Notwithstanding Section 15.3, Provider may update the general terms of this Agreement from time to time. Provider will make the updated terms available and provide reasonable notice (including by notation on an invoice or by email). Updated terms take effect thirty (30) days after notice. If Client does not agree to an update, Client may terminate the affected Services by written notice before the effective date. Client's continued use of the Services or payment of invoices on or after the effective date constitutes acceptance of the updated terms. Updated terms apply prospectively only and do not alter the parties' rights or obligations with respect to matters arising before the effective date. Client-specific commercial terms set forth in an executed Order Form or SOW (such as pricing, term length, and scope), and any new or increased fees other than adjustments expressly permitted under Section 3.3, may be changed only as provided in Section 15.3.

16. SIGNATURES

Rocky Butte Technology Solutions — Provider details and signature as provided in the accompanying Products and Services Agreement or Order Form.

Client — Client details and signature as provided in the accompanying Products and Services Agreement or Order Form.

Questions? Contact:

- **Name:** Gaura Allen, Principal
- **Email:** gaura@rockybuttetech.com
- **Phone:** +1 (971) 600-1701
- **Address:** 5441 S. Macdam Ave. Suite N, Portland OR, 97239, United States

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