

BREAK FIX IT AGREEMENT COMPUTER SERVICES AGREEMENT

This Computer Services Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [SERVICE PROVIDER S FULL LEGAL NAME], a Llc with an address of [SERVICE PROVIDER S ADDRESS] (the "Provider" or "Provider"), and [CLIENT S FULL LEGAL NAME], a Corporation with an address of [CLIENT S ADDRESS] (the "Client"). Provider and Client are each a "Party" and collectively the "Parties."

1. Services

Provider shall provide on-demand, hourly computer and information-technology support services (the "Services") to Client on a **break-fix / time-and-materials basis** — that is, Services are performed at Client's request, on a per-incident or per-project basis, without ongoing monitoring or maintenance obligations unless separately agreed in writing.

Nature of Services. [DESCRIBE THE SERVICES IN DETAIL]

Service Locations. Remote, with on-site support as reasonably required

Support Hours. Business Hours. Services outside support hours may be available on an emergency basis subject to the after-hours rate below.

Provider shall perform the Services in a professional and workmanlike manner consistent with industry standards.

2. No Monitoring; No Guaranteed Availability

Client acknowledges and agrees that Provider is **not monitoring Client's systems**, is **not responsible for preventing outages, data loss, or security incidents**, and is **not obligated to respond within any particular timeframe** absent a separately executed managed-services agreement. Client is solely responsible for backups, patching, monitoring, and proactive security measures unless Provider has been specifically engaged for such work and paid accordingly.

3. Fees and Payment

Hourly Rate. Services shall be billed at **\$0.00 per hour**, with a minimum billable increment of fifteen (15) minutes after the first hour.

After-Hours / Emergency Rate. Services outside support hours, on weekends, or on U.S. federal holidays shall be billed at $\$0.00 \times 1.5$ per hour.

Travel Time. On-site services are billed from Provider's office (portal to portal) at the applicable hourly rate.

Materials and Expenses. Hardware, software licenses, and other materials purchased on Client's behalf, and pre-approved travel and related expenses, are reimbursable at cost plus a ten percent (10%) handling fee.

Estimates. Any estimate provided before work begins is a good-faith estimate only, not a fixed quote. Provider shall notify Client if actual time is expected to exceed an estimate by more than twenty-five percent (25%) before incurring the excess.

Payment Terms. Invoices are issued upon completion of each service call or, for longer engagements, at least monthly. All invoices are payable **net 30 days**. Past-due amounts accrue interest at **1.5% per month** or the maximum lawful rate, whichever is lower. Provider may suspend Services for non-payment upon five (5) business days' written notice.

4. Client Responsibilities

Client shall (a) provide accurate information regarding the issue, environment, and prior changes; (b) provide access and credentials reasonably required; (c) **maintain current, tested backups of all critical data** before Provider performs any work on storage or operating systems; and (d) designate an authorized contact to approve Services.

5. Term and Termination

This Agreement takes effect on the Effective Date and continues until terminated by either Party upon **30 days'** written notice, or immediately for material breach uncured within **30 days'** of written notice. Termination does not affect amounts accrued before termination.

6. Data and Confidentiality

Client owns all data on Client systems. Provider will access data only as needed to perform the Services and will protect Client's confidential information with the same degree of care it uses for its own similar information, and no less than reasonable care. Provider shall notify Client of any confirmed security incident affecting Client Data within **72 hours** of confirmation.

7. Warranties; Disclaimer

Provider warrants that the Services will be performed in a professional and workmanlike manner. **ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PROVIDER DOES NOT GUARANTEE RECOVERY OF DATA,**

SUCCESSFUL REPAIR, OR THAT THE SERVICES WILL DETECT OR PREVENT SECURITY INCIDENTS.

8. Limitation of Liability

PROVIDER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST DATA OR LOST PROFITS.

9. Insurance

Provider maintains commercial general liability insurance of at least **\$1,000,000.00** per occurrence and cyber-liability / technology E&O insurance of at least **\$1,000,000.00** per occurrence.

10. Non-Solicitation

During the Term and for **12 months** thereafter, neither Party shall directly solicit for employment any employee of the other with whom it had material contact, except through general advertisements.

11. Dispute Resolution and General

Disputes shall be finally resolved by binding arbitration under AAA Commercial Rules seated in [STATE].

This Agreement is governed by the laws of [STATE], constitutes the entire agreement, and may be amended only in writing signed by both Parties. Provider is an independent contractor. Electronic signatures are valid under ESIGN (15 U.S.C. § 7001 et seq.).

Signatures

Service Provider

_____ PRINTED NAME

_____ SIGNATURE

_____ DATE

Client

_____ PRINTED NAME

SIGNATURE

DATE