

vEnterprise Agreement

Prepared for SAFA Goods

// 8264 duffie dr

By Dennis Shelton // dshelton@itsitllc.com

Valid until Wednesday, February 4, 2026



2503 Del Prado Blvd South Suite 405

Cape Coral FL 33993

239-935-9891

<Https://ItsITllc.com>

Within this proposal you will find the following:

- Information about our company
- Key differentiating factors that we refer to as the 'IT's IT LLC Advantage'
- Plan Descriptions
- Scope of Work
- Our approach to Support and Management for your solution
- A total solution summary
- Additional services we offer
- Service Agreement

Upon review, if you would like us to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

Best Regards,

IT's IT LLC Team!

A handwritten signature in black ink, appearing to read "Dennis Shelton". It is written over a horizontal line.

Dennis Shelton
IT's IT LLC

OVERVIEW

vEnterprise Managed Services Proposal

Prepared For:

SAFA Goods
Jasir Diab
8264 duffie dr
j.diab@safagoods.com

Quote Information:

Quote #: Quote10062-
Title: vEnterprise Simple SAFA Version 2
Date: Wednesday, January 21, 2026
Valid Until: Wednesday, February 4, 2026
Prepared By:
Dennis Shelton
239-935-9891
dshelton@itsitllc.com

Executive Summary - We Are Your IT Department

IT's IT LLC is a premier provider of Managed IT Support Services for businesses of all sizes and budgets. This quote outlines the service options we can provide to meet your business needs.

vEnterprise Simple includes:

- Remote support with reduced on-site rates
- 3-5 hour response time guarantee
- User & workstation management (separate)
- Basic SPAM filtering (\$2.50/user)
- Office 365 management
- Optional add-ons for enhanced security

vEnterprise Complete includes:

- Unlimited remote AND on-site support
- 1 hour response time guarantee
- All-inclusive user management
- Advanced SPAM filtering (included)
- Threat Protection with SOC (included)
- Workstation backups as needed (included)

Key Differentiator: vEnterprise Complete includes advanced security features worth \$32.33/user when purchased separately - providing better protection at better value!

The IT's IT LLC Advantage

What sets us apart from other Managed Service Providers:

5-Star Service Commitment

Guaranteed response times with 24/7/365 support. Your success is our mission.

Local Southwest Florida Experts

Hurricane-ready IT solutions with deep regional knowledge and immediate on-site support.

Security-First Approach

Comprehensive cybersecurity from a certified Managed Security Service Provider.

True Partnership Model

No hidden fees, no unnecessary upsells. Just honest, educational guidance.

Why Choose vEnterprise Complete?

\$32.33

Value of included security
features per user

FREE

On-site support
(vs \$90-140/hour)

1 Hour

Guaranteed response
(vs 3-5 hours)

vEnterprise Service Tier Comparison

Service Features	vEnterprise Basic	vEnterprise Simple	vEnterprise Complete ✨
USER & DEVICE MANAGEMENT			
Monthly Cost Per User	\$20	\$72	\$164.48
Monthly Cost Per Workstation	—	\$55	\$130 or Included w/User
Guaranteed Response Time	4-6 Hours	3-5 Hours	1 Hour
24x7x365 Monitoring	✓	✓	✓
Unlimited Remote Support	—	✓	✓
Unlimited On-Site Support	—	—	✓
Office 365 Suite Included	—	Included in User	✓
SPAM Email Filtering	—	Basic (\$2.50/user) Advanced Included in User	Advanced Included
Threat Protection	—	Add-on (\$5.50/device)	✓ Included
Workstation Backup	—	Add-on (\$25/device)	✓ As Needed
Mobile Device Management	—	—	✓
On-site Labor Rate	\$140/hr	\$90/hr	FREE
NETWORK MANAGEMENT			
Monthly Cost (1-25 PCs)	\$45	\$80	\$175
Monthly Cost (26-50 PCs)	\$65	\$175	\$275
Monthly Cost (51-100 PCs)	\$175	\$300	\$500
Firewall Management	✓	✓	✓
VPN Management	—	✓	✓
CTO Strategy Calls	Quarterly	Monthly	Monthly
Assigned Engineer	—	—	✓
SERVER MANAGEMENT			
Monthly Cost Per Server	\$25	\$65	\$215
Server Backup (All Plans)	\$155/month per server (appliance included with 1-year commitment)		
Quarterly On-Site Maintenance	—	1 Hour	1.5 Hours
Backup Monitoring	—	✓	✓
Disaster Recovery (DR)	—	Add-on (\$155/server)	Add-on (\$155/server)

❖ Important Notes:

- **vEnterprise Complete** includes Advanced SPAM filtering, Threat Protection, and Workstation Backups as needed - all built into the per-user price
- **Server Backup:** \$130/month per server for all plans - includes backup appliance with 1-year commitment
- **Server Disaster Recovery:** Available as add-on service at \$155/month per server includes backup appliance with 1-year commitment (not included in base plans)
- **Dynamic Billing:** Monthly charges adjust based on actual device count with quarterly audits

Your vEnterprise Investment

Customized for SAFA Goods

Option 1: vEnterprise Simple		\$8,580.00		
Product		Quantity	Price	Amount
 vEnterprise Simple Desktop	Monthly	0	\$66.73	\$0.00
 vEnterprise Server Simple	Monthly	0	\$76.58	\$0.00
 vEnterprise Managed User Simple	Monthly	115	\$72.00	\$8,280.00
 vEnterprise Network Simple 1-25	Monthly	0	\$86.31	\$0.00
 vEnterprise Network Simple 50-100	Monthly	1	\$300.00	\$300.00
<input type="checkbox"/>  vEnterprise Spam Platform Management	Monthly	0	\$10.00	\$0.00
<input type="checkbox"/>  vEnterprise Threat Protection	Monthly	0	\$5.97	\$0.00
<input type="checkbox"/>  vEnterprise SPAM eMail	Monthly	0	\$5.77	\$0.00
<input type="checkbox"/>  vEnterprise SPAM eMail - Advanced	Monthly	0	\$5.77	\$0.00
<input type="checkbox"/>  vEnterprise DR and backup	Monthly	0	\$165.48	\$0.00
<input type="checkbox"/>  vEnterprise Workstation BKup	Monthly	0	\$25.00	\$0.00

Option 2: vEnterprise Complete (Recommended)

\$0.00

Product		Quantity	Price	Amount
 vEnterprise Managed User Bundle	Monthly	0	\$164.48	\$0.00
 vEnterprise servers	Monthly	0	\$227.53	\$0.00
 vEnterprise Threat Protection	Monthly	0	\$5.97	\$0.00
 vEnterprise SPAM eMail - Advanced	Monthly	0	\$5.77	\$0.00
 vEnterprise Network Simple 1-25	Monthly	0	\$86.31	\$0.00
 vEnterprise Network Simple 50-100	Monthly	0	\$151.87	\$0.00
 vEnterprise Managed Data Backup	Monthly	0	\$131.38	\$0.00
 vEnterprise Spam Platform Management	Monthly	0	\$10.00	\$0.00
<input type="checkbox"/>  vEnterprise Workstation BKup	Monthly	0	\$25.00	\$0.00
<input type="checkbox"/>  vEnterprise DR and backup	Monthly	0	\$165.48	\$0.00

Optional Add-On Services

Description	Monthly Price	Per
vEnterprise DR and Backup (Server Disaster Recovery) <ul style="list-style-type: none"> - Complete disaster recovery solution - Rapid virtualization capability - Up to 1TB per server - NOT included in base plans 	\$155.00	Server
vEnterprise Workstation Backup (Simple Plan Only) <ul style="list-style-type: none"> - Individual workstation backup - Cloud-based solution - Already included in vEnterprise Complete 	\$25.00	Workstation
vEnterprise Threat Protection (Simple Plan Only) <ul style="list-style-type: none"> - Advanced threat detection - EDR with SOC monitoring - Already included in vEnterprise Complete 	\$5.50	Device
vEnterprise SPAM Email - Advanced (Simple Plan Only) <ul style="list-style-type: none"> - Advanced spam & phishing protection - AI-powered threat detection - Already included in vEnterprise Complete 	\$4.83	User

⌘ Value Comparison: Your complete vEnterprise solution costs less than hiring a single part-time IT employee, while providing 24/7 enterprise-grade support, security, and expertise from an entire team of certified professionals.

⌚ Recommendation: vEnterprise Complete provides the best value with all security features included, unlimited support, and fastest response times - typically saving businesses 30-40% compared to purchasing services separately.

Guaranteed Service Level Response Times For vEnterprise

Priority Level	Situation Description	Response Time	Resolution Target
P1 - Critical	Business completely down, cannot operate	1 Hour	Same Day
P2 - Urgent	Major business impact, degraded operations	2 Hours	Same Day
P3 - Important	Limited impact, workarounds available	4 Hours	Next Business Day
P4 - Standard	Questions, minor issues, routine requests	Next Day	2-3 Business Days

Southwest Florida Hurricane Ready™ Program

As a local Southwest Florida business, we understand the unique challenges of hurricane season. Our exclusive Hurricane Ready™ program ensures your business continuity:

- **Pre-Storm Protocols:** Complete system backup and shutdown procedures
- **Priority Response:** First-in-line support after the storm
- **Emergency Communications:** Alternative contact methods when normal channels are down
- **Rapid Recovery:** Pre-staged equipment and recovery plans
- **Temporary Solutions:** Mobile offices and emergency workspace options

Client Success: "When Hurricane Ian hit, IT's IT had us back online in 48 hours while our competitors were down for weeks." - Local Cape Coral Business

Why Businesses Choose IT's IT LLC

99%

Client Satisfaction

Measured quarterly

15 min

Average Response

Help desk tickets

94%

First Call Resolution

Issues resolved immediately

Ready to Transform Your IT?

Join hundreds of Southwest Florida businesses who trust IT's IT with their technology

 **Call (239) 935-9891**

 **Email Dennis**

 **Limited Time Offer - Sign by Wednesday, February 4, 2026**

- ✓ Reduced Setup & Onboarding \$1,000 (\$1,500 value)
- ✓ FREE Security Assessment (\$1,500 value)
 - ✓ FREE Microsoft 365 Migration
 - ✓ 3 MONTHS Dark Web Monitoring

Notes and Exceptions

Pricing Notes:

- Pricing based on current hardware, software, and support licensing costs
- Annual price adjustments capped at 9% on January 1st each year
- Dynamic billing adjusts monthly based on actual device count (quarterly audits)
- Billing will not fall below initial device pool established at onboarding

Specifically Excluded (unless otherwise provided):

- Additional project work of any kind (quoted separately)
- Cost of parts, equipment, or shipping charges
- Additional software licensing or renewal fees (except Office 365 in vEnterprise Complete)
- New equipment, move equipment, add or change equipment (New-Move-Add-Change)
- Third-party vendor/manufacturer support or incident fees
- Network cable installation and testing
- Failure due to acts of God, accidents, fire, power failures, or adverse conditions
- Pre-existing conditions as noted by IT's IT or Client

Professional Services Rates (for excluded items):

- **Business Hours:** Monday-Friday, 8:30 AM - 5:00 PM EST at standard rates
- **After-Hours Support:** 1.5x standard rate
- **Emergency/Holiday Support:** 2x standard rate
- **Minimum Billing:** 15-minute increments
- **On-Site Services:** Billed portal-to-portal

Service Agreement Acceptance

By signing below, both parties agree to the terms and pricing outlined in this proposal.

Client Acceptance:

Signature

Print Name: Jasir Diab

Title:

Date

Approved Monthly Budget:

\$ _____

IT's IT LLC:

Dennis Shelton

Dennis Shelton, Account Executive

IT's IT LLC

Date

Direct: (239) 935-9891

Email: dshelton@itsitllc.com



Your Technology. Our Expertise. Shared Success.

2503 Del Prado Blvd South Suite 405 • Cape Coral, FL 33904
(239) 935-9891 • <https://itsitllc.com>

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One Off	\$0.00
Monthly ↗	\$8,580.00
Shipping	\$0.00
Tax	\$600.60
Total	\$9,180.60

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OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <http://www.insertcompany.com/legal>

By signing this Agreement, you also agree to those *General Terms and Conditions*.

For any terms that exist in both, the terms in this Agreement will override.

COMMITMENT TERM

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the 'Termination' section below.

TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to: <Insert Details Here>

ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to "the big boss" for You in the event You ever need to Escalate an issue further

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

1. Team Leader

Name: Kevin Luna

Email: support@itsitllc.com

Phone: 239-935-9891

2. Service Manager

Name: Dennis Shelton

Email: support@itsitllc.com

Phone: 239-935-9891

3. Managing Director / CEO

Name: Dennis Shelton

Email: dshelton@itsitllc.com

Phone: 239-935-9891 x100

Please note that these Escalation Points are not to be used for lodging Service Requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

If You lodge a Service Request through one of these Escalation Channels, this will be treated as an "Emergency Upgrade" Service Request and will be charged at the "Emergency Upgrade" rate found on our Rate Schedule.

TERMS AND CONDITIONS OF SERVICE

**IT's IT LLC
Managed Services Provider
Effective Date: January 1, 2025
Version 12.0**

1. ACCEPTANCE OF TERMS

By engaging IT's IT LLC ("Provider," "we," "us," or "our") for services, you ("Customer," "Client," "you," or "your") agree to be bound by these Terms and Conditions of Service ("Terms"). These Terms govern all services provided by IT's IT LLC, including but not limited to managed IT services, cybersecurity, cloud solutions, telecommunications, and consulting services.

2. SERVICES PROVIDED

2.1 Service Offerings

IT's IT LLC provides comprehensive technology services including:

- **Managed IT Services** under vEnterprise and vEnterprise Simple plans
- **Cybersecurity Services** including monitoring, threat detection, and incident response
- **Microsoft Cloud Solutions** as a certified Cloud Solution Provider (CSP)
- **VoIP and Telecommunications** management and support
- **Virtual CTO/CIO/CSO Services** for strategic technology leadership
- **Professional Consulting** for technology planning and implementation

2.2 vEnterprise Service Plans

Our vEnterprise and vEnterprise Simple plans feature:

- **Dynamic Billing:** Monthly charges adjust based on actual device count
- **Minimum Commitment:** Billing will not fall below the initial device pool established at onboarding
- **Quarterly Audits:** Automated device discovery and count reconciliation
- **Scalability:** Automatic billing adjustments for devices exceeding minimum commitment

2.3 Service Delivery Method

We utilize a remote-first support model to maximize efficiency and minimize disruption. On-site support is provided when remote resolution is not feasible or when business requirements necessitate physical presence. All services are subject to applicable Service Level Agreements (SLAs).

3. BILLING AND PAYMENT TERMS

3.1 Fee Structure

- **Setup Fees:** One-time charges for initial configuration and onboarding
- **Monthly Service Fees:** Recurring charges billed in advance
- **Variable Charges:** Usage-based fees for consumption services
- **Professional Services:** Time and materials at published hourly rates

3.2 Payment Processing

- **Invoicing:** Generated on or before the 25th of each month for the following month
- **Payment Method:** Automatic ACH debit on the 1st of each month
- **Additional Services:** Billed upon completion with net terms
- **Rate Adjustments:** Annual review with 60-day advance notice of changes
- **Billing Inquiries:** Direct all billing questions to AP@itsitllc.com

3.3 Late Payment Policy

- **Late Fee:** 5% of the outstanding amount
- **Interest:** 2% monthly or maximum legal rate, whichever is lower
- **Service Suspension:** We reserve the right to suspend services for accounts 10+ days past due
- **Collection:** Customer is responsible for all collection costs and attorney fees
- **Payment Disputes:** Contact AP@itsitllc.com immediately to resolve billing issues

3.4 Professional Services Rates

- **Business Hours:** Monday-Friday, 8:30 AM - 5:00 PM EST at standard rates
- **After-Hours Support:** 1.5x standard rate
- **Emergency/Holiday Support:** 2x standard rate
- **Minimum Billing:** 15-minute increments
- **On-Site Services:** Billed portal-to-portal
- **Current Rates:** Published at <https://itsitllc.com>

4. TERM AND TERMINATION

4.1 Service Term

- **Initial Term:** One (1) year from service commencement
- **Automatic Renewal:** Services automatically renew for successive one-year terms
- **Annual Review:** We conduct service reviews before each renewal period

4.2 Termination by Customer

- **Notice Required:** Ninety (90) days written notice before current term expires
- **vEnterprise Plans:** Subject to minimum device commitment through current term
- **Final Obligations:** All outstanding charges become immediately due

4.3 Termination by Provider

We may terminate services for:

- Material breach not cured within 30 days of notice
- Non-payment exceeding 30 days
- Bankruptcy or insolvency proceedings
- Violation of acceptable use policies

4.4 Post-Termination Obligations

- **Data Return:** Customer data available for 30 days post-termination
- **Equipment Return:** Provider-owned equipment must be returned within 15 days
- **Transition Assistance:** Available at current professional services rates

5. DATA OWNERSHIP AND SECURITY

5.1 Customer Data

Customer retains all rights, title, and interest in their data. We claim no ownership rights to Customer data and will only use it to provide contracted services.

5.2 Security Standards

We maintain:

- Industry-standard encryption for data in transit and at rest
- Multi-factor authentication for administrative access
- Regular security assessments and updates
- Compliance with applicable regulations and standards

5.3 Backup and Recovery

- Backup services performed according to Service Order specifications
- Customer is responsible for verifying backup adequacy
- Recovery time and point objectives as specified in applicable SLAs

6. CUSTOMER RESPONSIBILITIES

You agree to:

- Provide necessary access credentials and administrative rights
- Maintain accurate authorized contact information
- Ensure all software licensing compliance
- Respond timely to service requests and recommendations
- Grant facility access as required for service delivery
- Maintain appropriate insurance for your equipment and data
- Review and approve change requests in a timely manner

7. EQUIPMENT AND PROPERTY

7.1 Provider Equipment

Equipment provided by us (including firewalls, NAS devices, monitoring tools) remains our property unless explicitly purchased. Such equipment must be returned upon service termination.

7.2 Customer Equipment

You retain ownership of your equipment. We assume no liability for equipment failure beyond our reasonable control.

7.3 Lost or Damaged Provider Equipment

If Provider equipment is lost, stolen, or damaged while at your location, you agree to pay the current replacement value within 15 days.

8. WARRANTY AND LIABILITY LIMITATIONS

8.1 Service Warranty

WE WARRANT THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 Limitation of Liability

OUR MAXIMUM LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE LESSER OF:

- Total fees paid by Customer in the twelve (12) months preceding the claim
- \$250,000

8.3 Exclusion of Damages

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, OR LOST DATA, REGARDLESS OF THE CAUSE OF ACTION.

8.4 Third-Party Services

We are not responsible for failures or issues with third-party services, including internet service providers, software vendors, or hardware manufacturers.

9. CONFIDENTIALITY

9.1 Confidential Information

Both parties agree to maintain the confidentiality of all proprietary information disclosed during the service relationship and for five (5) years thereafter.

9.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party
- Is rightfully received from a third party
- Is required to be disclosed by law or court order

10. NON-SOLICITATION

During the term of service and for two (2) years following termination, Customer agrees not to directly solicit for employment any IT's IT LLC employee without written consent. Violation of this provision results in liquidated damages of \$75,000 per occurrence.

11. TELECOMMUNICATIONS AND VOIP SERVICES

⚠ CRITICAL E911 WARNING

VoIP E911 SERVICE DOES NOT WORK LIKE TRADITIONAL 911. FAILURE TO UNDERSTAND THESE LIMITATIONS COULD RESULT IN DELAYED EMERGENCY RESPONSE, SERIOUS INJURY, OR DEATH. READ SECTION 11.2 CAREFULLY.

11.1 VoIP Service Terms

Voice over Internet Protocol (VoIP) services are subject to these additional terms:

- **Service Availability:** VoIP services require active internet connection and power
- **Quality of Service:** Call quality depends on internet bandwidth and network conditions
- **Compatibility:** Not all equipment, alarm systems, or fax machines are VoIP-compatible
- **Power Outages:** VoIP services will not function during power or internet outages unless backup power and connectivity are maintained

11.2 E911 Emergency Services

IMPORTANT E911 LIMITATIONS AND DISCLAIMERS:

11.2.1 E911 Service Description

Enhanced 911 (E911) service attempts to automatically associate your physical address with your phone number when you dial 911. However, VoIP E911 has significant limitations compared to traditional 911 service.

11.2.2 Service Limitations

- **Location Accuracy:** E911 for VoIP may not accurately identify your location
- **Address Registration:** You must register and maintain current physical address for each line
- **Remote Users:** E911 will not function properly if phone is used outside registered address
- **Service Outages:** E911 unavailable during power, internet, or equipment failures
- **Call Routing:** Calls may be routed to incorrect emergency response centers
- **Callback Limitations:** Emergency personnel may not be able to call back if disconnected

11.2.3 Customer Responsibilities for E911

You MUST:

- Register accurate physical address for each phone line/extension
- Update address information within 24 hours of any location change
- Inform all users of E911 limitations
- Maintain alternative means of accessing emergency services
- Post E911 warning stickers on all VoIP equipment
- Test E911 service upon installation and after any changes

11.2.4 Alternative Emergency Access

You acknowledge the need to maintain alternative means of contacting emergency services, such as:

- Traditional landline phone
- Mobile/cellular phone
- Direct emergency service numbers

11.2.5 E911 Liability Waiver

YOU ACKNOWLEDGE AND AGREE THAT IT'S IT LLC, ITS OFFICERS, EMPLOYEES, AFFILIATES, AND VENDORS SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS (INCLUDING DEATH OR PERSONAL INJURY) ARISING FROM OR RELATED TO E911 SERVICE, INCLUDING BUT NOT LIMITED TO:

- Failure to route to correct emergency response center
- Incorrect address or location information transmission
- Service interruptions or outages
- Network congestion or technical failures
- Your failure to maintain current address information

11.3 Number Porting

- **Porting Timeline:** Number transfers typically complete within 7-10 business days
- **Service Interruption:** Brief service interruption may occur during porting
- **Porting Eligibility:** Some numbers may not be portable
- **Documentation Required:** Customer must provide current carrier information and authorization

- **Early Termination Fees:** Customer responsible for any fees from previous carrier

11.4 Telecommunications Compliance

- **Regulatory Compliance:** Services provided in accordance with FCC regulations
- **CPNI Protection:** Customer Proprietary Network Information protected per federal requirements
- **Do Not Call Registry:** Customer responsible for compliance with telemarketing regulations
- **Call Recording:** Customer must comply with federal and state call recording laws
- **International Calling:** Subject to additional terms and destination country regulations
- **Kari's Law Compliance:** MLTS systems configured to allow direct 911 dialing without prefix
- **Ray Baum's Act:** Dispatchable location information provided where technically feasible

11.5 Service Features and Limitations

- **Directory Listings:** VoIP numbers may not appear in telephone directories
- **Operator Services:** May have limited or no access to operator-assisted calls
- **Information Services:** 411 and similar services may not be available
- **Toll-Free Services:** Some toll-free numbers may not recognize VoIP originated calls
- **Short Codes:** SMS/MMS short codes may not function with VoIP numbers

11.6 Network and Call Quality

- **Best Effort Service:** VoIP provided on "best effort" basis
- **Bandwidth Requirements:** Minimum 100kbps upstream/downstream per concurrent call
- **Latency and Jitter:** Network conditions may affect call quality
- **Prioritization:** Customer should implement Quality of Service (QoS) on local network
- **No Service Credits:** No credits for quality issues beyond our reasonable control

11.7 Telephone Consumer Protection Act (TCPA)

Customer agrees to:

- Comply with all TCPA requirements
- Maintain do-not-call procedures
- Obtain necessary consents for automated calls/texts
- Indemnify Provider for any TCPA violations
- Not use services for illegal robocalling or spam

11.8 Local Number Portability

- **Disconnection Protection:** Do not disconnect existing service until port completes
- **Accurate Information:** Incorrect information may delay or prevent porting
- **Authorized User:** Only authorized account holders may request ports
- **Freeze/Protect Status:** Numbers with carrier freeze cannot be ported without removal

11.9 International Services

- **Fraud Protection:** International calling may be restricted by default
- **Rate Variations:** International rates subject to change without notice
- **Country Restrictions:** Some countries may be blocked due to fraud risk
- **Billing Disputes:** International call disputes must be reported within 30 days

11.10 Telecom Service Suspension

We may immediately suspend telecommunications services for:

- Unusual calling patterns indicating fraud
- Excessive use affecting network performance
- Non-payment or billing disputes
- Violation of acceptable use policies
- Legal or regulatory requirements

12. ACCEPTABLE USE POLICY

12.1 Prohibited Activities

You may not use our services for:

- Illegal activities or violations of applicable laws
- Distribution of malware, viruses, or malicious code
- Unauthorized access attempts or security breaches
- Copyright infringement or intellectual property violations
- Activities that harm or could harm minors
- Illegal robocalling, call spoofing, or telecommunications fraud
- Harassment via telecommunications services

12.2 Enforcement

We reserve the right to suspend or terminate services immediately for violations of this policy.

13. INSURANCE

We maintain:

- General Liability Insurance: \$2,000,000
 - Cyber Liability Insurance: \$1,000,000
 - Professional Liability (E&O): \$1,000,000
 - Workers' Compensation: As required by law
- Certificates of insurance are available upon request.

14. GENERAL PROVISIONS

14.1 Governing Law

These Terms are governed by the laws of Florida, with venue in Lee County, Florida.

14.2 Force Majeure

Neither party is liable for delays due to causes beyond reasonable control, including acts of God, natural disasters, pandemic, war, terrorism, labor disputes, or government actions.

14.3 Dispute Resolution

Parties agree to attempt good faith resolution of disputes before pursuing legal action. If resolution cannot be reached, disputes will be subject to mediation before litigation.

14.4 Modifications

We may modify these Terms with 60 days written notice. Continued use of services after the effective date constitutes acceptance of modified Terms.

14.5 Severability

If any provision is deemed unenforceable, the remaining provisions continue in full effect.

14.6 Assignment

You may not assign your rights or obligations without our written consent. We may assign these Terms to successors or affiliates.

14.7 Entire Agreement

These Terms, together with applicable Service Orders and Schedules, constitute the entire agreement regarding our services.

15. SERVICE LEVEL AGREEMENTS

15.1 Response Time Commitments

Priority Level	Initial Response	Resolution Target
Critical	1 hour	4 hours
High	2 hours	8 hours
Medium	4 hours	Next Business Day
Low	8 hours	3 Business Days

15.2 Uptime Commitment

Core managed services maintain 99.5% availability measured monthly, excluding scheduled maintenance.

16. CONTACT INFORMATION

IT's IT LLC

2503 Del Prado Blvd, Suite 405

Cape Coral, FL 33904

Phone: 239-935-9891

Email: support@itsitllc.com

Website: www.itsitllc.com

Support Portal: <https://itsitllc.com>

Emergency Support: 239-935-9891

17. ACKNOWLEDGMENT

By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions. You further acknowledge that you have the authority to accept these Terms on behalf of your organization.

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of the incident in writing to <Insert Details Here>.

If We agree Your claim is valid, You will be credited 5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 25% per month.

If the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix A**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please see our Rate Schedule for more information on “Emergency Upgrades”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, we endeavor to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

SCHEDULED SITE VISITS

As part of this Agreement, we will perform either Monthly or Quarterly Onsite Visits as indicated in the Proposal.

These visits are 3.5 hours in length and will be attended by one of our Team.

During these visits, we will perform a physical inspection and clean, if necessary, of all your Networking and Server Infrastructure at your main site.

We will send your Primary IT Contact a reminder email 7 Business Days before every Onsite Visit so You and Your team can have any requests

We will select the recurring day and time with You during the Onboarding process.

You agree to give us at least 7 Business Days' notice if you need to re-schedule or amend an upcoming Visit. If You don't give us at least 7 Business Days' notice, that monthly or quarterly site visit allowance will still be counted as used.

REPORTING

Each week, we will email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold whilst We are waiting on more information from someone on Your team.

Each month, we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous months use of our services.

This report will contain metrics such as:

- Number of Service Requests Opened and Closed for the Month
- The Top 5 Users for Service Request Volume at Your Business
- Service Request Types (by Category)
- Upcoming Warranty Expirations

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

QUARTERLY BUSINESS REVIEWS

As part of this Agreement – every quarter We will provide to You to a Quarterly Business Review Session. Think of this session as meeting with your Virtual IT Manager.

In this session, we run through items such as, but limited to, the following:

- Last Quarters Metrics
- Your Plans for the next Quarter
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- Technology Update
- Anything else you need to raise / discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days' notice if you need to re-schedule or amend an upcoming Quarterly Business Review. If You don't give us at least 7 Business Days' notice, that quarters Business Review will still be counted as used.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, these can be found here **Appendix E and Appendix D**. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these .

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to lodge Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat at the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORIZATIONS

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

Appendix A

These times are during business and extended business hours for vEnterprise Complete. vEnterprise Simple add 4 hours. Basic add 6 hours.

Priority Level		Situation Description	Response Time	Resolution Target
P1 - Critical		Business completely down, cannot operate	1 Hour	Same Day
P2 - Urgent		Major business impact, degraded operations	2 Hours	Same Day
P3 - Important		Limited impact, workarounds available	4 Hours	Next Business Day
P4 - Standard		Questions, minor issues, routine requests	Next Day	2-3 Business Days
		Acknowledge, Respond, Repair, Analyze		
Severity	Definition	During Coverage Window	Outside Coverage Window	
Severity 1	The Server is Down Means the Server is unusable and work practices are severely impacted. This may be due to the production system being down, unreachable, or unusable including the failure of non-redundant hardware.	20 Minutes 1 Hour 4 Hours 24 hours	20 Minutes 1 Hour 4 Hours 24 hours	
Severity 2	The System has considerably degraded performance Means the System displays major faults or crashes although work can progress. The business is considerably affected. Failure of redundant hardware is considered to be a Severity 2 issue.	1. Hour 2. Hours Same Day 3. Business Days	1. Hour 2. Hours Next Business Day 3. Business Days	
Severity 3	The System has slightly degraded performance Means the Service has bugs or errors that do not significantly impact on the function or business process. The business is unaffected.	Same Day Next Business Day 2 Business Days N/A	Next Business Day (acknowledge)	
Severity 4	The System has non-critical or monitoring errors Means minor errors, bugs or in the System that do not impact on the business or the program function.	Same Day Next Business Day 2 Business Days N/A	Next Business Day (acknowledge)	
CR	Change Request Means any change required to the configuration of a System, new or add.	Next Business Day 2 Business Days N/A N/A	Next Business Day 2 Business Days N/A N/A	
Admin	Administrative / Billing Request Means any non-system related query regards billing, sales or administration.	Next Business Day 2 Business Days N/A N/A	Next Business Day 2 Business Days N/A N/A	

ADDITIONAL CO-MANAGED SERVICES AGREEMENT

(As Amended - Effective March 1, 2026)

THIS CO-MANAGED SERVICES AGREEMENT (the "Agreement") is made by and between IT's IT LLC, a Florida corporation with offices at 2503 Del Prado Blvd. S., Suite 405, Cape Coral, FL 33904 ("Service Provider") and SAFA Goods ("Client").

ARTICLE 1: CO-MANAGED SERVICES FRAMEWORK

1.1 Partnership Model

This Agreement operates under a Co-Managed Services Model, wherein IT's IT LLC ("Service Provider") provides enterprise-grade tools, security infrastructure, and expert support while SAFA Goods ("Client") maintains an internal IT team that leverages these resources for day-to-day operations.

1.2 Co-Managed Partnership Characteristics

This partnership is characterized by:

- Client's IT team has direct access to all Service Provider platforms and tools
- Collaborative approach to technology management and decision-making
- Service Provider provides escalation support, specialized expertise, and 24/7 monitoring
- Client maintains primary responsibility for end-user support and routine tasks
- Shared accountability for system performance and security posture

1.3 Platform Access Provided to Client IT Team

The Service Provider provides Client's IT team with access to the following platforms:

- Autotask PSA (ticketing and workflow management)
- Datto RMM (remote monitoring and management)
- ScreenConnect (remote access and support)
- ITGlue (documentation and knowledge management)
- Security Operations Center (SOC) monitoring dashboards
- Backup and disaster recovery management console

This co-managed model differs from traditional fully-managed MSP services by empowering the Client's IT team with direct tool access and collaborative decision-making authority.

ARTICLE 2: SCOPE OF SERVICES

2.1 Base Services

Service Provider shall provide the following base services:

a) Professional Services Automation (PSA) System Access

- Dedicated service board access for Client's IT team
- Custom email parsing for support ticket creation
- Ticket management and tracking capabilities
- Change order management system access

b) Remote Monitoring and Management (RMM)

- Technician-level access to RMM platform
- Ability to access managed devices
- Script and program execution capabilities
- Performance monitoring and reporting

c) Security Services

- EDR (Endpoint Detection and Response) implementation
- SOC (Security Operations Center) services
- Email security and spam filtering
- Network security monitoring

d) Microsoft 365 CSP Management

- License management and provisioning
- Coordinated administration rights
- Security policy implementation
- Tenant management

2.2 Additional Services

- **Business Continuity and Disaster Recovery (BCDR) services**
 - Local and cloud backup solutions
 - Server virtualization capabilities
 - File and system restoration services
 - Encrypted backup storage
- **Infrastructure project management**
- **Network design and implementation**
- **VoIP and telecommunications services**
- **CTO/Strategic planning services**

2.11 Included Support Hours

To enhance the co-managed services partnership and provide predictable support costs, Service Provider includes dedicated support hours within the monthly service fee at no additional charge.

Total Monthly Included Support:

- **20 hours remote support** (with banking up to 40 hours maximum)
- **5 hours on-site support** (non-rolling, use-it-or-lose-it)
- **Combined monthly value: \$3,750 (\$45,000 annually)**

2.11.1 Remote Support Hours

Monthly Allocation: Twenty (20) hours per month of remote support services at no additional charge beyond the monthly service fee.

Scope of Remote Support: Included remote hours may be used for:

- Remote troubleshooting via Datto RMM and ScreenConnect
- Remote system configuration and optimization
- Remote user support assistance
- Remote security incident response
- Remote software installation and updates
- Telephone and email technical consultation
- Remote documentation updates in ITGlue
- Remote training sessions
- Remote project assistance

Excluded Activities: Remote support hours do NOT cover:

- On-site service and support (see Section 2.11.2)
- Large-scale project work requiring formal project scoping
- Hardware procurement and physical installation
- Services explicitly outside the defined scope of this Agreement

2.11.2 On-Site Support Hours

Monthly Allocation: Five (5) hours per month of on-site support services at no additional charge beyond the monthly service fee.

Scope of On-Site Support: Included on-site hours may be used for:

- Physical hardware installation and configuration
- On-site troubleshooting requiring physical presence
- Workstation and server setup or replacement
- Network equipment installation
- Site assessments and audits
- In-person meetings and training sessions
- On-site project implementation requiring physical presence

Portal-to-Portal Calculation: On-site hours are calculated portal-to-portal, meaning:

- Time begins when technician departs Service Provider's office
- Includes travel time to and from Client site
- Includes time on-site performing work
- Ends when technician returns to Service Provider's office
- Minimum increment: 15 minutes (0.25 hours)

Non-Rolling Provision: CRITICAL - On-site hours do NOT roll over or accumulate from month to month. Unused on-site hours expire at the end of each calendar month. No banking or carryforward of on-site hours. The 5-hour monthly allocation resets on the 1st of each month (use-it-or-lose-it policy).

2.11.3 Hour Banking and Rollover (Remote Hours Only)

Remote Hour Banking: Unused remote support hours from any given month shall roll over to subsequent months. Client may accumulate ("bank") up to a maximum of forty (40) remote hours total. Once the bank reaches 40 hours, additional monthly allocations do not accrue until hours are utilized. Banking provides flexibility for peak demand periods, projects, and irregular support needs.

Maximum Bank Cap: When the bank reaches 40 remote hours, new monthly allocations do not add to the bank. Once hours are used and bank drops below 40, new allocations resume accumulation.

First-In-First-Out (FIFO) Consumption: When remote support is utilized, the oldest banked hours are consumed first before current month allocation.

Termination Impact: Upon any termination of this Agreement, all banked remote hours are immediately forfeited with no refund or credit provided for unused banked hours.

On-Site Hour Banking: On-site hours do NOT bank or roll over under any circumstances. Each month provides exactly 5 on-site hours which expire on the last day of each month.

2.11.4 Hour Tracking and Reporting

Service Provider shall maintain accurate time tracking for all support activities using Autotask PSA. Client shall receive comprehensive monthly reporting showing:

- Hours used (remote and on-site separately)
- Breakdown of activities
- Remaining hours in bank (remote only)
- Available hours for next month
- Banking status

Client shall have access to real-time hour tracking through Autotask PSA portal. Minimum billing increment: 15 minutes (0.25 hours).

2.11.5 Consumption Priority and Excess Hours

Consumption Priority: Remote support hours are consumed in the following order:

1. Oldest banked hours first (FIFO method)
2. Current month allocation
3. Excess hours (billed separately)

Excess Hours and Overage Billing: If Client requires support beyond the included hours and banked balance (for remote) or monthly allocation (for on-site), additional hours are:

- Billed at Service Provider's current professional services rate of **\$150.00 per hour**
- Billed in 15-minute increments
- Invoiced monthly with regular service billing

Notification Protocol: Service Provider shall notify Client when:

- Remote bank reaches 35 hours (approaching maximum)
- Remote hours for current month are 75% utilized
- On-site hours for current month are 75% utilized
- Any usage pattern suggests potential overage

2.11.6 Usage Pattern Review and Optimization

Service Provider and Client shall review support hour usage patterns:

- **Quarterly basis:** Review utilization trends
- **Annual review:** Assess if allocation is appropriate
- **Collaborative optimization:** Adjust workflows to maximize included hours

Triggers for Review Meeting:

- Consistent overage for 3 consecutive months
- Remote bank consistently at maximum capacity
- On-site hours consistently unused (below 50% utilization)
- Significant change in Client's business or IT staffing

2.11.7 Annual Allocation Review

As part of the annual service review (Section 8.1.3), Client and Service Provider may:

- Assess whether current allocation (20 remote + 5 on-site) is appropriate
- Consider adjustments based on demonstrated usage patterns

- Discuss pricing implications of allocation changes
- Document any agreed-upon modifications

2.11.8 No Monetary Value or Transferability

Included support hours (both remote and on-site):

- Have **no monetary value**
- Cannot be exchanged for cash, credit, or refund
- Cannot be applied toward hardware or software purchases
- Cannot be applied toward project work billed separately
- Cannot be transferred to other clients or entities
- Cannot be redeemed upon termination for any compensation

Upon Termination: All unused support hours (both banked remote and current month allocations) are immediately forfeited.

2.11.9 Definitions

Remote Support: Services performed without physical presence at Client location, including telephone support, email support, remote access via ScreenConnect or Datto RMM, virtual meetings, and remote troubleshooting.

On-Site Support: Services requiring physical presence at Client location, including hands-on hardware work, in-person meetings, on-site assessments, physical installations, and any work requiring technician to travel to Client premises.

Hybrid Activities: If an activity begins remotely but requires on-site completion, hours are split appropriately. Remote portion counts against remote allocation; on-site portion (including travel) counts against on-site allocation.

After-Hours Support: Support provided outside standard business hours (M-F, 8:00 AM - 5:00 PM ET) consumes included hours at the same rate but must be pre-arranged except for emergency situations covered under SLA.

ARTICLE 3: ROLES AND RESPONSIBILITIES

3.1 Service Provider Responsibilities

- Provide and maintain PSA and RMM platforms
- Deliver Tier 3 technical support
- Project planning and management
- Strategic technology planning
- Training for Client's IT staff
- Security monitoring and management
- Infrastructure documentation maintenance

3.2 Client Responsibilities

- Provide Tier 1 and 2 technical support
- Maintain local IT staff
- Follow established change management procedures
- Participate in regular planning meetings
- Maintain accurate documentation in provided systems

ARTICLE 4: ACCESS AND SECURITY

4.1 System Access Levels

- **PSA:** Technician-level access for ticket management
- **RMM:** Sub-administrator access for device management
- **Security Tools:** Restricted access based on role
- **Documentation:** Read/write access to ITGlue

4.2 Security Protocols

- All access changes require approval from designated contacts
- Regular security audits will be performed
- Compliance with established security policies
- Multi-factor authentication required for all systems

ARTICLE 5: ESCALATION AND SUPPORT

5.1 Points of Contact

Service Provider:

- Primary: Kevin Luna
- Secondary: [Name]

Client:

- Primary: Khris Wallace
- Secondary: Ryan Diff

5.2 Response Times

Following vEnterprise SLA structure:

- **P1 (Critical):** 1 hour response
- **P2 (High):** 2 hours response
- **P3 (Medium):** 4 hours response
- **P4 (Low):** Next business day

ARTICLE 6: PROJECT MANAGEMENT

6.1 Project Planning

- Minimum 2-week notice for new projects
- Formal project planning meetings required
- Written scope of work for all projects
- Change order process for scope modifications

6.2 Project Implementation

- Joint execution between Service Provider and Client IT
- Clear role definition for each project
- Regular status meetings during implementation
- Post-project review and documentation

ARTICLE 7: TRAINING AND SUPPORT

7.1 Initial Training

- Group training sessions for PSA/RMM systems
- Security tools and best practices
- Documentation system usage
- Escalation procedures

7.2 Ongoing Support

- Access to training materials and knowledge base
- Regular technical review sessions
- Process improvement meetings
- New technology implementation training

ARTICLE 8: PRICING AND BILLING

8.1 Base Services

- Per-user pricing model including:
 - PSA access
 - RMM tools
 - Basic security services
 - Documentation system access
 - **Included support hours (20 remote + 5 on-site monthly)**

8.2 Additional Services

- Project work billed at established rates
- Hardware/software passed through at agreed margins
- Special services billed as defined in separate SOWs
- **Excess support hours billed at \$150/hour**

ARTICLE 9: TERM AND TERMINATION

9.1 Term Structure

9.1.1 Initial Renewal Term

This renewal term commences on **March 1, 2026**, and concludes on **March 31, 2027** ("Renewal Term").

9.1.2 Agreement Period Structure

All agreement terms run on a calendar month basis, commencing on the first day of the month and concluding on the last day of the final month of service. For this agreement, terms always begin on **March 1st** and end on **March 31st**. Monthly billing cycles run from the 1st through the last day of each month.

9.1.3 Automatic Renewal with Annual Review

Following this Renewal Term, this Agreement shall automatically renew for successive one-year terms unless terminated as provided herein. Each subsequent renewal term shall commence on **March 1st** and conclude on **March 31st** of the following year.

Annual Review Process: Prior to each renewal term, Service Provider and Client shall conduct an annual review of services, pricing, and scope.

- Service Provider initiates review request **90 days before term end (by December 1st)**
- Review meeting scheduled within 30 days of request
- Any proposed changes communicated in writing at least **60 days before term end**
- The annual review does not require execution of a new agreement unless substantial changes to scope or pricing are implemented

9.2 Standard Termination Rights

Either party may terminate this Agreement at any time during the **initial term or any renewal term** by providing **ninety (90) days written notice** to the other party.

Termination Notice Requirements:

- Notice must be in writing (email acceptable)
- Notice delivery methods: email to designated contacts, certified mail, or hand delivery
- The 90-day period begins upon receipt of notice by the other party
- Termination becomes effective on the last day of the calendar month that falls at least 90 days after notice receipt

Example Termination Calculation:

- Notice given: June 15, 2026
- 90 days later: September 13, 2026
- Termination effective: September 30, 2026 (end of that calendar month)

9.3 Service Provider Right to Modify Terms

Service Provider may modify the terms, conditions, or scope of this Agreement by providing Client with **sixty (60) days advance written notice** of any proposed changes.

Modification Notification Requirements:

- Written notice must detail all proposed changes
- Include effective date of proposed changes
- Explain rationale for modifications

Client Rights Upon Modification Notice:

Option 1 - Accept Modifications:

- Take no action within the response period
- Modifications automatically take effect on the stated effective date
- Agreement continues under new terms

Option 2 - Terminate Agreement: If Client does not agree with the proposed modifications, Client may terminate the Agreement by:

- Providing written notification to Service Provider **within thirty (30) days** of receiving the modification notice
- Such termination requires only **sixty (60) days notice** (reduced from standard 90-day requirement)
- Termination shall be without penalty
- Client shall pay only for services rendered through the termination date

Example Modification Scenario:

- Service Provider sends modification notice: December 1, 2026
- Proposed changes effective: February 1, 2027
- Client has until: December 31, 2026 to decide
- If Client terminates on: December 31, 2026
- Termination becomes effective: March 2, 2027 (60 days from notice)
- Client pays through: March 31, 2027 (end of calendar month)

This provision protects Client from unwanted modifications while giving Service Provider the flexibility to adjust terms as business conditions require.

9.4 Obligations During Notice Period

During any termination notice period (whether standard 90-day or modified 60-day):

Service Provider Obligations:

- Continue to provide all services as defined in the Agreement without reduction
- Maintain all service level agreements (SLAs) in full effect
- Provide reasonable transition assistance
- Maintain all system access for Client IT team
- Deliver final documentation and configurations

Client Obligations:

- Remain obligated to pay for all services rendered through termination date
- Maintain payment schedule
- Cooperate in transition planning
- Return all Service Provider-owned equipment in good working order
- Coordinate knowledge transfer meetings

Mutual Obligations:

- Both parties shall cooperate in good faith to ensure orderly transition
- Regular status meetings during transition period
- Documentation of all systems, configurations, and passwords
- Coordinate with any new service provider if applicable

9.5 Equipment Return Upon Termination

Upon termination of this Agreement:

Service Provider-Owned Equipment:

- Client shall return all equipment owned by Service Provider
- Equipment must be returned within 30 days of termination date
- Equipment should be in good working order (normal wear and tear excepted)
- Service Provider shall provide shipping instructions and prepaid labels if applicable

Client-Owned Equipment:

- All equipment purchased by Client remains Client property
- Service Provider shall provide final configurations and documentation
- Service Provider shall remove remote management agents if requested
- Backup data shall be made available for download or transfer

9.6 Data and Documentation Upon Termination

Client Data:

- All Client data remains Client property
- Service Provider shall provide final backup exports in standard formats
- Client has 30 days to retrieve data after termination
- After 30 days, Service Provider may delete data per data retention policies

Documentation:

- Service Provider shall provide export of all ITGlue documentation
- Final network diagrams and configurations
- Password exports and account listings
- Asset inventory and warranty information

9.7 Term Dates for Current Agreement

For clarity and reference, the current term dates are:

- **Current Renewal Term:** March 1, 2026 - March 31, 2027
- **Next Renewal Term (if not terminated):** March 1, 2027 - March 31, 2028
- **Subsequent Renewal Terms:** Continue annually beginning March 1st and ending March 31st unless terminated

All references to "term" or "agreement term" in this document refer to these annual periods running from March 1st through March 31st.

ARTICLE 10: GENERAL PROVISIONS

10.1 Confidentiality

Both parties agree to maintain confidentiality of all shared information, including but not limited to:

- Technical specifications
- Business processes

- Client data
 - Security information
- 10.2 Insurance Requirements**

Service Provider shall maintain:

- Professional liability insurance
- Cyber liability insurance
- General business liability insurance

10.3 Limitation of Liability

Service Provider's liability shall be limited to the amount paid for services in the previous 12 months, except in cases of gross negligence or willful misconduct.

10.4 Indemnification

Each party shall indemnify and hold harmless the other party from any claims, damages, or losses arising from their own negligence or breach of this Agreement.

10.5 Force Majeure

Neither party shall be liable for failure to perform obligations due to circumstances beyond their reasonable control, including but not limited to acts of God, government actions, natural disasters, or network failures.

10.6 Entire Agreement

This Agreement, including all schedules and amendments, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

10.7 Amendments

This Agreement may be amended only by written document signed by authorized representatives of both parties, except as provided in Section 9.3 regarding Service Provider's right to modify terms.

10.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions.

10.9 Severability

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

AMENDMENT HISTORY

Original Agreement: Executed March 18, 2025

- Initial Term: March 1, 2025 - March 31, 2026

First Renewal with Amendments: Effective March 1, 2026

- **Amendment 1:** Updated Article 9 (Term and Termination) with flexible renewal terms and enhanced termination provisions
- **Amendment 2:** Added Section 2.11 (Included Support Hours) - 20 remote hours + 5 on-site hours monthly
- Renewal Term: March 1, 2026 - March 31, 2027

IT's IT LLC - We keep your business running while you focus on running your business.

Document Version: 2.0 - Updated with Amendments Incorporated

Effective Date: March 1, 2026

Prepared: January 21, 2026

APPENDIX C: vENTERPRISE COVERED SERVICES

Service Tier Overview: IT's IT LLC offers two comprehensive managed service plans designed to meet diverse business needs. • **vEnterprise Simple** - Essential managed services with remote support • **vEnterprise Complete** - Full-service IT department replacement

Quick Comparison

Service Feature	vEnterprise Simple	vEnterprise Complete
Response Time	3-5 Hours	1 Hour or Less
On-Site Support	Reduced Rates	Unlimited (Covered Events)
Support Hours	Business Hours	24x7x365
Dedicated Team	Shared Team	Assigned Engineer & vCTO
Strategic Planning	Quarterly Calls	Monthly Sessions + Annual Roadmap

vEnterprise Simple - Covered Services

Workstation & Device Management

- Unlimited Remote Control Support
- Microsoft Application Support
- Online Asset Management Portal
- Online Trouble Ticket System
- Software License Management
- Desktop Optimization
- Anti-Virus & Anti-Spyware Management
- VPN Client Configuration
- Windows Patch Management
- Spyware/Adware Removal
- Basic Mobile Device Support

Network Management

- 24x7x365 Network Monitoring
- Automated Alerting
- Basic Router Management
- Basic Firewall Management
- VPN Management
- Quarterly CTO Strategy Calls
- ISP Issue Coordination
- Third-Party Vendor Notification
- Basic Security Monitoring
- Intrusion Detection

Server Management

- 24x7x365 Server Monitoring
- Service Availability Monitoring
- Event Log Monitoring
- Log File Maintenance
- Drive Space Monitoring
- Backup Monitoring (Verification)
- Printer Queue Monitoring
- Microsoft Server Patches
- Remote Control Support
- Basic User Administration
- File Permission Management
- Basic Security Administration
- Server Anti-Virus Management
- 1.5 Hr Monthly Maintenance

vEnterprise Complete - Enhanced Services

Includes ALL vEnterprise Simple services PLUS:

Advanced Workstation Services

- Unlimited On-Site Support
- Advanced Desktop Management
- Automated Software Deployment
- Mobile Device Management (MDM)
- Cloud-Based Workstation Backup
- Priority Support Queue
- Full Mobile Device Management
- Unlimited Phone Support
- Hardware Lifecycle Management

Enhanced Security Services

- EDR with 24x7 SOC
- Advanced Threat Detection
- Security Awareness Training
- Phishing Simulation
- Enhanced SPAM Filtering (AI)
- Security Policy Development
- Compliance Assistance
- Quarterly Security Assessments
- Incident Response Planning

Strategic Technology Services

- Assigned Network Engineer
- Dedicated vCTO
- Monthly Strategy Sessions
- Annual Technology Roadmap
- Disaster Recovery Planning
- Business Continuity Planning
- IT Budget Planning
- Vendor Management
- Contract Negotiation
- Technology Training Programs

Microsoft CSP Services

- Complete M365 Administration
- License Optimization
- Azure Services Management
- Security & Compliance Center
- Advanced Threat Protection
- Data Loss Prevention (DLP)
- SharePoint Administration
- Teams Governance
- Exchange Online Management
- Azure AD Management

Advanced Server Services

- Unlimited On-Site Support
- Active Directory Management
- Group Policy Management
- Advanced Security Admin
- All Application Patches
- Performance Optimization
- Capacity Planning
- Database Maintenance
- Virtualization Management
- Full Backup Management
- DR Implementation

Project & Planning

- Project Planning & Management
- Purchasing Assistance
- Asset Lifecycle Management
- Quarterly Business Reviews
- Executive Reporting
- Compliance Guidance
- Web Hosting Services
- Email Migration Services
- Infrastructure Upgrades

Supported Technologies

Hardware Partners

- Workstations:** Lenovo, Dell, HP
- Networking:** Cisco, Ubiquiti UniFi, Arista
- Security:** Untangle, Enterprise Firewalls
- Peripherals:** Logitech, Canon, Epson, PNY
- Communications:** Yealink VoIP
- Mobile:** Samsung, Apple iOS
- Virtualization:** nComputing, VMware

Software & Platforms

- OS:** Windows 10/11, Server 2016-2022
- Productivity:** Microsoft 365, Google Workspace
- Security:** Enterprise AV, EDR Platforms
- Backup:** Cloud & Local Solutions
- Virtualization:** VMware, Hyper-V
- Cloud:** Microsoft Azure, AWS
- Database:** SQL Server, MySQL

vEnterprise Simple SLAs

- Response:** 3-5 hours
- Uptime Target:** 99.0%
- Support Hours:** Business Hours
- On-Site:** Reduced Rates
- Monitoring:** 24x7 Automated

vEnterprise Complete SLAs

- Response:** 1 hour or less
- Uptime Target:** 99.9%
- Support Hours:** 24x7x365
- On-Site:** Unlimited (Covered)
- Monitoring:** 24x7 with Human Verification

Service Exclusions (Both Plans)

- Hardware replacement costs
- Software licensing fees (unless included)
- Third-party application development
- Custom programming or database development
- Data recovery without backups

- Damage from neglect, abuse, or acts of nature
- Equipment relocation services
- Cabling and wiring installation
- Non-supported legacy systems
- Consumer-grade equipment

APPENDIX D: APPROVED SOFTWARE LIST

⚠️ IMPORTANT NOTICE

This list contains software that IT's IT LLC fully supports under your Service Agreement.

- Software not on this list MAY still be installed, but support is provided at our sole discretion
- Only current vendor-supported versions are covered (based on published vendor lifecycles)
- Service requests for unsupported software may incur additional charges
- This list is updated regularly - changes will be emailed to your Primary IT Contact

Version Support Policy: We support software versions currently maintained by the vendor. Software past its End-of-Life (EOL) or End-of-Support (EOS) date is excluded from coverage. Critical security updates may be applied to recently discontinued versions at our discretion during a reasonable transition period.

Operating Systems

Software	Supported Versions	Notes
Windows Desktop	Windows 11 (All editions) Windows 10 (21H2 and later)	<i>Pro or Enterprise editions required for domain join</i>
Windows Server	Server 2022 Server 2019 Server 2016	<i>Server 2012/R2 supported until Oct 2023 EOL</i>
macOS	Current version and 2 previous major releases	<i>Limited support - best effort basis</i>

Microsoft 365 / Office Suite

- ✓ Microsoft 365 Apps for Business/Enterprise
- ✓ Office 2021 (Volume License)
- ✓ Office 2019 (Extended support)
- ✓ Outlook (All current versions)
- ✓ Teams (Desktop & Web)
- ✓ OneDrive for Business
- ✓ SharePoint Online
- ✓ Microsoft Project
- ✓ Microsoft Visio
- ✓ Power BI Desktop

⚠️ Office 2016 - Limited support only

Security Software

- ✓ Microsoft Defender for Business
- ✓ Bitdefender GravityZone
- ✓ Sophos Intercept X
- ✓ Malwarebytes for Business
- ✓ CrowdStrike Falcon
- ✓ SentinelOne
- ✓ Cisco Umbrella
- ✓ Duo Security (MFA)
- ✓ Microsoft Authenticator
- ✓ KeePass / Bitwarden Business
- ✓ 1Password Business

Web Browsers

- ✓ Microsoft Edge (Chromium)
- ✓ Google Chrome (Enterprise)
- ✓ Mozilla Firefox ESR
- ✓ Safari (macOS only)

Note: Latest stable versions only

Communication & Collaboration

- ✓ Microsoft Teams
- ✓ Zoom (Business/Enterprise)
- ✓ Slack (Business+)
- ✓ GoToMeeting
- ✓ Webex
- ✓ Discord (Business approval required)
- ✓ Skype for Business (Until EOL)

Document & PDF Tools

- ✓ Adobe Acrobat DC/Pro
- ✓ Adobe Creative Cloud (Business)
- ✓ Foxit PhantomPDF
- ✓ PDF Creator
- ✓ Nitro Pro
- ✓ DocuSign
- ✓ Adobe Sign

Utilities & Tools

- ✓ 7-Zip
- ✓ WinRAR (Licensed)
- ✓ VLC Media Player
- ✓ Notepad++
- ✓ FileZilla (Pro)
- ✓ WinSCP
- ✓ PuTTY
- ✓ TeamViewer (Business)
- ✓ AnyDesk (Business)

Cloud Storage & Backup

- ✓ OneDrive for Business
- ✓ Dropbox Business
- ✓ Google Drive (Workspace)
- ✓ Box for Business
- ✓ Acronis Cyber Backup
- ✓ Veeam Agent
- ✓ Datto Workplace
- ✓ Carbonite

Business Applications

- ✓ QuickBooks (Desktop/Online)
- ✓ Sage 50/100/300
- ✓ Salesforce
- ✓ Microsoft Dynamics 365
- ✓ HubSpot
- ✓ Monday.com
- ✓ Asana
- ✓ Trello
- ✓ Jira (Atlassian)

Development Tools

- ✓ Visual Studio Code
- ✓ Visual Studio (Pro/Enterprise)
- ✓ Git for Windows
- ✓ GitHub Desktop
- ✓ Docker Desktop (Business)
- ✓ SQL Server Management Studio
- ✓ MySQL Workbench
- ✓ PowerShell 7.x
- ✓ Windows Terminal

Virtualization

- ✓ VMware Workstation Pro
- ✓ VMware vSphere Client
- ✓ Hyper-V Manager
- ✓ Oracle VirtualBox
- ✓ Citrix Workspace
- ✓ Windows 365
- ✓ Azure Virtual Desktop Client

Conditional Support Software

The following software requires pre-approval and may have limited support:

- Industry-specific/Line-of-Business (LOB) applications
- Custom or proprietary software
- Legacy applications requiring compatibility mode
- Free/Open source software not listed above
- Beta or preview versions of any software
- Gaming or entertainment software
- Personal use applications

Explicitly Unsupported Software

The following categories are NOT supported:

- Peer-to-peer (P2P) file sharing applications
- Cryptocurrency mining software
- Unlicensed or pirated software
- Software past vendor End-of-Life date
- Consumer-grade backup solutions
- Registry cleaners and system optimizers
- Toolbar and browser extensions (except approved)
- Personal VPN clients (non-business)

 **Update Notifications:** This list is reviewed quarterly and updated based on vendor lifecycle changes. Your Primary IT Contact will receive email notifications of any additions or removals. For questions about specific software not listed, please submit a support ticket for evaluation.

Support Level Legend: • Fully Supported ● Conditional/Limited ● End-of-Life Warning

APPENDIX E: HARDWARE REQUIREMENTS & STANDARDS

✗ END-OF-LIFE HARDWARE POLICY

ONLY non-End-of-Life (EOL) hardware is covered under this agreement.

- Hardware past manufacturer EOL date is NOT supported
- Consumer-grade equipment is NOT supported
- Custom-built or whitebox systems have LIMITED support
- Equipment must be genuine and properly licensed

We reserve the right to decline support for any hardware deemed unsuitable for business use.

Supported Hardware Standards

Category	Minimum Requirements	Recommended Specifications	Status
Desktop Workstations	<ul style="list-style-type: none">• Intel Core i3 (8th Gen) / AMD Ryzen 3• 8GB RAM DDR4• 256GB SSD• Windows 10 Pro (21H2+)• Business-grade model• Active warranty	<ul style="list-style-type: none">• Intel Core i5/i7 (11th Gen+) / AMD Ryzen 5/7• 16-32GB RAM DDR4/DDR5• 512GB+ NVMe SSD• Windows 11 Pro/Enterprise• Enterprise warranty (3+ years)• TPM 2.0 enabled	✓ Supported
Laptop Computers	<ul style="list-style-type: none">• Intel Core i5 (8th Gen) / AMD Ryzen 5• 8GB RAM• 256GB SSD• 13"+ display• Business-grade (Dell Latitude, Lenovo ThinkPad, HP EliteBook)	<ul style="list-style-type: none">• Intel Core i5/i7 (11th Gen+)• 16GB+ RAM• 512GB+ NVMe SSD• 14-15" FHD/4K display• Extended battery life• Docking station compatible	✓ Supported
Servers	<ul style="list-style-type: none">• Xeon or EPYC processor• 32GB+ ECC RAM• RAID configuration• Redundant power supplies• Windows Server 2016+• Active manufacturer warranty	<ul style="list-style-type: none">• Current gen Xeon/EPYC• 64GB+ ECC RAM• RAID 10 or better• Hot-swap drives• Windows Server 2019/2022• iDRAC/iLO/IPMI• 4-hour response warranty	✓ Supported
Network Equipment	<ul style="list-style-type: none">• Business-grade switches• Gigabit Ethernet• Managed/Smart switches• VLAN capable• Current firmware	<ul style="list-style-type: none">• Enterprise switches• 10Gb backbone capability• PoE+ support• Layer 3 capable• Redundant power• Lifetime warranty	✓ Supported
Firewalls/Security	<ul style="list-style-type: none">• Business-grade firewall• Active security updates• VPN capable• IPS/IDS features• Under support contract	<ul style="list-style-type: none">• Next-Gen firewall (NGFW)• ATP/Sandboxing• SSL inspection• HA/Failover capable• Centralized management• 24x7 support contract	✓ Supported

Category	Minimum Requirements	Recommended Specifications	Status
Wireless Access Points	<ul style="list-style-type: none"> • Wi-Fi 5 (802.11ac) • Business-grade • Centrally managed • PoE powered • WPA3 capable 	<ul style="list-style-type: none"> • Wi-Fi 6/6E (802.11ax) • Enterprise-grade • Cloud managed • MU-MIMO • Guest portal capable • Analytics/reporting 	✓ Supported
UPS/Battery Backup	<ul style="list-style-type: none"> • Business-grade UPS • Network card capable • 10+ minute runtime • Replaceable batteries • Surge protection 	<ul style="list-style-type: none"> • Enterprise UPS • Network managed • 30+ minute runtime • Automatic shutdown • Environmental monitoring • Maintenance contract 	✓ Supported

Supported Hardware Brands

Workstations/Servers Dell (OptiPlex, Latitude, PowerEdge) Lenovo (ThinkCentre, ThinkPad) HP (EliteDesk, ProBook, ProLiant)	Networking Cisco (Catalyst, Meraki) Ubiquiti (UniFi) Arista Networks	Security Fortinet (FortiGate) SonicWall Untangle Palo Alto Networks
Wireless Cisco Meraki Ubiquiti UniFi Aruba Networks	Storage Synology QNAP (Business Series) Dell EMC	UPS/Power APC by Schneider Eaton CyberPower (Business)

Hardware Lifecycle & Replacement Schedule

Equipment Type	Recommended Replacement	Maximum Age	Notes
Desktop Workstations	3-4 years	5 years	Performance degradation after 3 years affects productivity
Laptop Computers	3 years	4 years	Battery life and portability issues increase after 3 years
Servers	5 years	7 years	Must maintain active warranty; virtualization hosts sooner
Network Switches	5-7 years	10 years	Replace when security updates cease or features lacking
Firewalls	3-4 years	5 years	Security updates critical; replace when updates end
Wireless APs	4-5 years	6 years	Replace when new Wi-Fi standards provide significant benefits
UPS Batteries	3 years	4 years	Battery replacement; full unit at 6-8 years
Mobile Devices	2-3 years	3 years	Security updates critical for mobile devices
Printers/Copiers	5 years	7 years	Based on page count and maintenance costs

Hardware Support Classifications

✓ FULLY SUPPORTED

- ✓ Under manufacturer warranty
 - ✓ Less than 5 years old (workstations)
 - ✓ Less than 7 years old (servers)
 - ✓ Business/Enterprise grade
 - ✓ Current security updates available
 - ✓ Genuine OEM equipment
 - ✓ Approved brands and models
 - ✓ Proper licensing

⚠ LIMITED SUPPORT

- ▲ Recently out of warranty (< 1 year)
 - ▲ 5-7 years old
 - ▲ Awaiting replacement (documented)
 - ▲ Legacy systems with business need
 - ▲ Refurbished with warranty
 - ▲ Non-standard configurations
 - ▲ Best-effort support only
 - ▲ May incur additional charges

✗ NOT SUPPORTED

- Hardware over 7 years old
 - Out of warranty > 2 years
 - No security updates available
 - Consumer/home-grade equipment
 - Running EOL operating systems
 - Custom-built/whitebox systems
 - Equipment without vendor support
 - Non-genuine/counterfeit hardware
 - Hardware with known defects
 - Equipment not meeting minimum specs

Compliance Requirements

Quarterly Hardware Assessments Include:

- Full inventory of all hardware assets
 - Identification of EOL and at-risk equipment
 - Performance and reliability metrics
 - Warranty status verification
 - Firmware and driver update status
 - Replacement recommendations with budgetary estimates
 - Risk assessment for aging equipment

Important Policies

- **EOL Equipment:** We cannot guarantee uptime or recovery for EOL hardware
 - **Security Risk:** Unsupported hardware may be disconnected if it poses security risks
 - **Performance Issues:** Hardware not meeting minimum specs may cause service degradation
 - **Additional Costs:** Support for non-compliant hardware billed at emergency rates
 - **Right to Refuse:** We reserve the right to refuse service on unsuitable equipment
 - **Replacement Planning:** Budget for hardware refresh according to lifecycle schedules

Support Status Legend: • Fully Supported (Covered under agreement) • Limited Support (Best effort, may incur charges)
• Not Supported (Service may be refused)

APPENDIX F: VENDOR AUTHORIZATION REQUIREMENTS

⚠ MANDATORY REQUIREMENT

You **MUST** authorize IT's IT LLC to act on your behalf with **ALL** technology vendors. Without proper authorization, we cannot provide timely support during critical situations. Failure to maintain current authorizations may result in service delays and additional charges.

Authorization Requirements Overview

Why Vendor Authorization is Essential:

- Enables immediate response during outages or emergencies
- Allows us to manage services, billing inquiries, and technical changes
- Eliminates delays waiting for client approval during critical issues
- Ensures seamless vendor coordination for projects and maintenance
- Provides 24x7 support capability without requiring your involvement

Required Vendor Authorization Checklist

Complete this checklist during onboarding. All items must be addressed before service commencement.

Vendor Category	Common Vendors (Examples)	Required Authorization Level	Completed	N/A
Internet Service Provider(s)	Comcast Business, AT&T, Spectrum Business, Verizon, CenturyLink, Local Fiber Providers	Full Account Access	<input type="checkbox"/>	<input type="checkbox"/>
Telecom/VoIP Providers	RingCentral, 8x8, Vonage Business, Nextiva, Zoom Phone, Local Carriers	Admin Access	<input type="checkbox"/>	<input type="checkbox"/>
Primary Domain Registrar	GoDaddy, Network Solutions, Namecheap, Google Domains, Cloudflare	Technical Contact	<input type="checkbox"/>	<input type="checkbox"/>
Web Hosting Provider(s)	AWS, Microsoft Azure, GoDaddy, Bluehost, HostGator, WP Engine, SiteGround	Technical Admin	<input type="checkbox"/>	<input type="checkbox"/>
Microsoft 365 / Google Workspace	Microsoft 365, Google Workspace, Exchange Hosting	Global/Super Admin	<input type="checkbox"/>	<input type="checkbox"/>
DNS Hosting	Cloudflare, Route 53, DNS Made Easy, GoDaddy DNS	Full Access	<input type="checkbox"/>	<input type="checkbox"/>
SSL Certificate Providers	DigiCert, GoDaddy, Let's Encrypt, Sectigo, GlobalSign	Technical Contact	<input type="checkbox"/>	<input type="checkbox"/>
Cloud Infrastructure	Amazon AWS, Microsoft Azure, Google Cloud Platform	IAM Admin Role	<input type="checkbox"/>	<input type="checkbox"/>
Backup Services	Datto, Veeam, Acronis, Carbonite, Backblaze, CloudBerry	Partner Portal Access	<input type="checkbox"/>	<input type="checkbox"/>
Security Services	Antivirus Vendors, EDR Providers, SIEM Services, Firewall Vendors	Admin Console Access	<input type="checkbox"/>	<input type="checkbox"/>
Software Licensing	Adobe, Autodesk, Microsoft Volume Licensing, QuickBooks	License Admin	<input type="checkbox"/>	<input type="checkbox"/>
Hardware Support	Dell, Lenovo, HP, Cisco, Network Appliance Vendors	Support Authorization	<input type="checkbox"/>	<input type="checkbox"/>
Printer/Copier Services	Canon, Xerox, Ricoh, Konica Minolta, Managed Print Services	Service Call Auth	<input type="checkbox"/>	<input type="checkbox"/>
Line of Business Applications	CRM Systems, ERP Software, Industry-Specific Software	Technical Support	<input type="checkbox"/>	<input type="checkbox"/>
Payment/Merchant Services	Square, PayPal, Stripe, Traditional Merchant Processors	Technical Only	<input type="checkbox"/>	<input type="checkbox"/>

Authorization Level Definitions

- Full Account Access - Complete administrative rights including service changes
- Technical Access - Configuration and troubleshooting rights (no billing access)
- Limited Access - Support ticket and basic inquiry authorization only

Authorization Timeline Requirements

- **Before Service Start:** All critical vendors must be authorized
- **Within 48 Hours:** Authorization required for any new vendor relationships
- **Quarterly Review:** Verify all authorizations remain current
- **Immediate Notice:** Inform us of any vendor changes or account migrations

Important Policies

- **Missing Authorizations:** Service requests may be delayed or declined
- **Emergency Situations:** We cannot assist without proper authorization, even in emergencies
- **Additional Charges:** Time spent obtaining authorization is billable at standard hourly rates
- **New Vendors:** Must be added to authorization list before we can provide support
- **Terminated Vendors:** Notify us immediately when vendor relationships end

Vendor Authorization Letter Template

Use this template to authorize IT's IT LLC with your vendors. Print on company letterhead and customize highlighted fields. Word version available upon request.

VENDOR AUTHORIZATION LETTER

[To be printed on company letterhead]

Date: [Current Date]

To: [Vendor Name]

Attn: Customer Service / Account Management

Re: Account Number(s): [Account Number(s)]

Dear [Vendor Name] Team,

This letter serves as formal authorization for **IT's IT LLC** to act as our designated technology representative and authorized contact for all technical matters related to our account(s) with your organization.

Authorized Representative Information:

IT's IT LLC

2503 Del Prado Blvd, Suite 405

Cape Coral, FL 33904

Phone: (239) 935-9891

Email: support@itsitllc.com

Federal Tax ID: [If Required by Vendor]

Scope of Authorization - This authorization INCLUDES:

- Opening and managing all technical support tickets and service requests
- Making changes to technical configurations, settings, and services
- Accessing account information necessary for troubleshooting and support
- Coordinating service installations, upgrades, maintenance, and repairs
- Receiving all technical notifications, alerts, and service bulletins
- Managing DNS records, hosting settings, and domain configurations (if applicable)
- Authorizing emergency service changes required to restore business operations
- Acting as technical liaison for all service-related matters
- Requesting and receiving technical documentation

This authorization explicitly EXCLUDES:

- Making financial commitments or contract modifications without our prior written approval
- Canceling or terminating services without our explicit written authorization
- Accessing or modifying billing information, payment methods, or financial data
- Agreeing to contract renewals or service upgrades that increase costs

Please add IT's IT LLC as an authorized contact on our account immediately and provide them with the appropriate level of access to support our technology infrastructure. This authorization shall remain in effect until revoked by us in writing.

Should you require additional information, documentation, or have any questions regarding this authorization, please contact the undersigned directly.

Thank you for your prompt attention to this matter.

Sincerely,

Authorized Signatory

Name: [Print Name]

Title: [Title]

Company: [Company Legal Name]

Phone: [Direct Phone]

Email: [Email Address]

Date: [Date Signed]

Vendor Use Only:

Authorization Processed By: _____ Date: _____

Confirmation Number/Ticket: _____

 **Authorization Checklist for Client:**

- Print letter on company letterhead
- Fill in all highlighted fields
- Have authorized signatory sign (CEO, President, or authorized officer)
- Send to vendor via their preferred method (email, fax, or portal)
- Obtain confirmation from vendor that authorization is processed
- Forward confirmation to IT's IT LLC

IT's IT LLC | 2503 Del Prado Blvd, Suite 405, Cape Coral, FL 33904 | (239) 935-9891

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All vendor authorizations must be completed during onboarding and maintained throughout the agreement term.

Support Hours

Business Hours (BH)	08:00 - 18:00 - Business Days
Extended Hours (EH)	06:00 - 08:00 - Business Days 18:00 - 22:00 - Business Days 06:00 - 22:00 - Weekends
After Hours (AH)	22:00 - 06:00 - Business Days 22:00 - 06:00 - Weekends National Public Holidays

Maximum Response Times For vEnterprise

Description	Maximum Response Time
Priority 1 - Critical A large number of users are unable to perform a critical business function where a workaround is unavailable	BH - 30 minutes EH - 1 hour AH - 2 hours
Priority 2 - High A large number of users are unable to perform their normal business functions, or a small number of users are unable to perform a critical business function where a workaround is unavailable	BH - 1 hour EH - 2 hours AH - 8 hours
Priority 3 - Medium Several users are unable to perform a minor function where a workaround is available	BH - 4 hour EH - 8 hours
Priority 4 - Low Informal requests	BH - 2 days

Our team



Dennis Shelton

MGMB



Kevin Luna



Dusty Shelton

CFO