Managed IT Services Agreement

SERVICE AGREEMENT # MSA-2026-031

DATE Nov 9, 2026

EFFECTIVE DATE Dec 1, 2026

PROVIDER
Ridgeway IT Services, LLC
Owen Kessler
+1 503 555 0131
owen@ridgeway-it.example
2330 NW Thurman St, Portland, OR 97210

CLIENT
Willamette Family Dental, P.C.
Dr. Hannah Lowe
+1 503 555 0164
hlowe@willamettedental.example
4510 SE Hawthorne Blvd, Portland, OR 97215

Key terms

A summary for convenience. The numbered sections and the exhibits govern.

YEAR 1 CONTRACT VALUE
$56,616.00
Onboarding and 12 months of services

TERM
12 months
Renews yearly; 60 days' notice to end

COVERED
3 clinics, 24 users
Listed in the onboarding report

CRITICAL RESPONSE
30 minutes
24/7, see Exhibit A

BACKUPS
Daily, tested
Restore test every quarter

PATIENT DATA
HIPAA BAA
Exhibit C, signed with this agreement

Background

THE CLIENT

Willamette Family Dental runs three clinics in Portland with 24 staff. Its practice management system, digital X-ray imaging and patient records depend on computers and networks that must work every clinic day.

THIS AGREEMENT

The Client wants one provider to run and secure its IT, answer staff questions and recover quickly from failures. Ridgeway IT Services provides managed IT services to healthcare practices. This agreement sets out how.

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Terms

1. Definitions

1.1 “Services” means the managed IT services described in Exhibit A, at the service levels set out there.

1.2 “Covered Environment” means the Client's users, workstations, servers, network equipment and cloud accounts listed in the onboarding report, as updated by agreement.

1.3 “Business Hours” means 7:00 am to 6:00 pm Pacific Time, Monday to Friday, except US federal holidays.

1.4 “Incident” means an unplanned interruption or loss of quality of a covered system. “Request” means a planned change, such as adding a user.

1.5 “Client Data” means all data the Client stores in the Covered Environment, including protected health information (“PHI”) of its patients.

2. The Services

2.1 From the Effective Date the Provider runs and supports the Covered Environment for the Client's three clinics, as described in Exhibit A. The Provider performs the Services with qualified staff, in a professional manner and in line with generally accepted industry practice.

2.2 The Provider may use subcontractors for after-hours monitoring and for on-site work outside the Portland metro area. The Provider remains responsible for their work and binds them to duties of confidentiality and security at least as strict as its own.

3. Term and renewal

3.1 This agreement starts on the Effective Date and runs for 12 months (the “Initial Term”). It then renews for further 12-month terms unless either party gives written notice of non-renewal at least 60 days before the end of the current term.

4. Onboarding

4.1 During the first 30 days the Provider assesses the network and security of each clinic, installs its management and security agents, sets up backups, enables multi-factor authentication for every user and documents the Covered Environment in an onboarding report.

4.2 The service levels in Exhibit A apply from the day the Provider delivers the onboarding report. Until then the Provider responds to Incidents on a best-efforts basis.

5. Changes to the Services

5.1 Either party may propose a change in writing. A change that alters the fees or the Covered Environment takes effect only when both parties sign a change order describing it.

5.2 Adding or removing users, devices or sites within 10% of the numbers in Exhibit B needs no change order; the monthly fees are adjusted on the next invoice at the unit rates in Exhibit B.

6. The Client's responsibilities

6.1 The Client names a primary contact with authority to approve changes, gives the Provider timely access to its sites and systems, and keeps licenses for the software it uses.

6.2 The Client tells its staff to report Incidents through the channels in Exhibit A, follows the Provider's reasonable security instructions and does not change covered systems without telling the Provider. Delays caused by the Client extend the service level times by the length of the delay.

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Exhibit A: Services and service levels

INCLUDED

- Help desk by phone, email and portal for all 24 users
- On-site visits when remote support cannot resolve an Incident
- Patching of Windows, macOS and common applications, monthly
- 24/7 monitoring of servers, firewalls, switches and Wi-Fi
- Endpoint detection and response with alerts handled 24/7
- Email filtering and quarterly phishing training for staff
- Daily backups with a tested restore every quarter
- Vendor management for the internet providers and the practice management and imaging vendors
- Quarterly review of security, assets and a 12-month plan

NOT INCLUDED

- New hardware and software licenses, quoted separately
- Repair of dental equipment, imaging sensors and X-ray units
- Projects such as new clinics, moves or system migrations
- Support for staff's personal devices
- Data recovery from failed drives that were not backed up

Service levels

Response means a technician is working on the Incident and has contacted the user. Resolution targets are goals the Provider reports on every month.

PRIORITY	WHEN IT APPLIES	RESPONSE	RESOLUTION TARGET
1 Critical	A clinic cannot see patients: the network, practice management system or imaging is down	30 minutes, 24/7	4 hours
2 High	Several users or one key system are affected, with no workaround	1 Business Hour	1 business day
3 Normal	One user is affected, or a workaround exists	4 Business Hours	3 business days
4 Request	New user, change, question or planned work	1 business day	5 business days

Recovery targets after a server or site failure: data loss of no more than 24 hours (RPO) and systems back within 8 hours (RTO).

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How to get support

Staff use these channels so every Incident is logged and timed.

Call for urgent issues

+1 503 555 0190, answered 24/7 for Priority 1.

Email or portal

help@ridgeway-it.example for everything else.

Ticket and priority

Each request gets a ticket number and a priority.

Confirmed fix

We close a ticket only after the user confirms.

Reporting, maintenance and credits

7. Monthly reporting

7.1 By the 10th of each month the Provider sends a report covering the previous month: tickets opened and closed by priority, response and resolution times against the service levels, patch compliance, backup results, security alerts and their outcome, and any recommendations.

7.2 Once a quarter the parties meet to review the reports, the asset list and the 12-month plan for the Covered Environment.

8. Maintenance windows

8.1 The Provider applies updates and makes planned changes outside clinic hours, between 8:00 pm and 6:00 am Pacific Time or on Sundays. It gives at least 3 business days' notice of any work that interrupts a system the clinics use.

8.2 Emergency security fixes may be applied at other times after the Provider tells the Client's primary contact. Interruptions during announced maintenance do not count against the service levels.

9. Service credits

9.1 If the Provider misses the response time for a Priority 1 Incident, the Client receives a credit of 10% of that month's monthly fees for each missed Incident. Missing a Priority 2 response time three or more times in a month earns a credit of 5%.

9.2 Credits in a month are capped at 25% of that month's monthly fees and are applied to the next invoice. The Client claims them within 30 days after the monthly report. Credits are the Client's only financial remedy for missed service levels, but do not limit its right to terminate for material breach.

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Exhibit B: Fees

Prices in US dollars. Users, sites and storage above the numbers below are billed at the same unit rates from the next invoice. Work outside the Services is billed at $165 per hour, only after the Client approves it in writing.

#	ITEM	QTY	PRICE	DISC.	TAX	TOTAL
	Onboarding, one time					
1	**Network and security assessment, all 3 clinics** Code: ONB-ASSESS Findings and a prioritized fix list in the onboarding report.	1 job	$2,400.00	–	0%	$2,400.00
2	**Onboarding: agents, backups, MFA and documentation** Code: ONB-SETUP	1 job	$3,600.00	–	0%	$3,600.00
				Subtotal: Onboarding, one time		**$6,000.00**
	Monthly services, first 12 months					
3	**Managed support and help desk** Code: MS-USER Rate: 24 users at $115 per user per month Unlimited remote support for covered users, plus on-site visits when remote support cannot fix the issue.	12 months	$2,760.00	–	0%	$33,120.00
4	**Server and network management** Code: MS-SITE Rate: 3 sites at $180 per site per month	12 months	$540.00	–	0%	$6,480.00
5	**Backup and disaster recovery, up to 2 TB** Code: MS-BDR	12 months	$390.00	–	0%	$4,680.00
6	**Security: EDR, email filtering and staff training** Code: MS-SEC Rate: 24 users at $22 per user per month	12 months	$528.00	–	0%	$6,336.00
				Subtotal: Monthly services, first 12 months		**$50,616.00**

Subtotal	$56,616.00
Sales tax (none in Oregon)	$0.00
Year 1 contract value	**$56,616.00**

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Terms, continued

10. Fees and invoicing

10.1 The Client pays the fees in Exhibit B. The Provider invoices the onboarding fees on the Effective Date and the monthly fees in advance on the first day of each month. Invoices are due within 15 days by ACH.

10.2 Work outside the Services, such as projects, office moves or new clinic build-outs, is quoted separately and billed only after the Client approves the quote in writing.

11. Late payment and price changes

11.1 Amounts unpaid after the due date carry interest of 1% per month. If an invoice is more than 30 days overdue, the Provider may, after 10 days' written notice, pause non-critical Services until it is paid; Priority 1 support continues.

11.2 The Provider may change its unit rates once a year, effective at the start of a renewal term, by giving written notice at least 90 days in advance. Increases are limited to 5% per year.

12. Security of the Covered Environment

12.1 The Provider keeps managed devices patched, runs endpoint detection and response on every workstation and server, filters email, enforces multi-factor authentication and reviews administrator accounts every quarter.

12.2 The Provider's own systems used to manage the Client are protected by multi-factor authentication, encryption and logging, and only staff who need access for the Services have it.

13. Security incidents

13.1 The Provider notifies the Client within 24 hours after confirming a security incident affecting Client Data, describes what is known and what it is doing, and keeps the Client informed until the incident is closed.

13.2 The Provider helps the Client meet its own notification duties to patients and authorities. Help with an incident caused by the Provider's breach of this agreement is free of charge; other incident response is billed at the hourly rate in Exhibit B.

14. Protected health information

14.1 Because the Provider can access systems that hold PHI, it is the Client's business associate under HIPAA. The parties sign the Business Associate Agreement in Exhibit C together with this agreement, and it governs the Provider's use and disclosure of PHI. If the two conflict on PHI, Exhibit C applies.

15. Backups and recovery

15.1 The Provider backs up the covered servers and cloud mailboxes daily, keeps copies in two separate locations, one of them off site and immutable, and keeps daily copies for 30 days and monthly copies for 12 months.

15.2 The Provider tests a restore every quarter and reports the result to the Client. The recovery targets in Exhibit A are targets, not guarantees, because recovery also depends on the cause of the loss.

16. Confidentiality

16.1 Each party keeps the other's non-public business information confidential, uses it only for this agreement and shares it only with staff and advisors who need it and are bound by similar duties. These duties last for 3 years after this agreement ends; for PHI and Client Data they last as long as the Provider holds the data.

17. Ownership

17.1 The Client owns Client Data and all documentation the Provider produces about the Covered Environment, including passwords and network diagrams. The Provider owns its own tools, scripts and methods and grants the Client a license to use them while the Services run.

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Terms, continued

18. Warranties

18.1 Each party warrants that it may enter into this agreement. The Provider warrants that it will perform the Services in line with this agreement and will re-perform any Service that does not conform, if the Client reports it within 30 days.

18.2 The Provider does not warrant that the Covered Environment will be free of all interruptions or attacks. Third-party products are covered only by their makers' warranties.

19. Limitation of liability

19.1 Neither party is liable for lost profits or for indirect or consequential damages. Each party's total liability under this agreement is limited to the fees paid in the 12 months before the claim.

19.2 These limits do not apply to a breach of confidentiality, a breach of Exhibit C, gross negligence, willful misconduct or the indemnities below; for those the limit is twice the fees paid in the same 12 months.

20. Indemnities

20.1 Each party defends the other against third-party claims caused by its own breach of confidentiality or of Exhibit C, or by its gross negligence or willful misconduct, and pays the resulting damages and reasonable legal fees.

21. Insurance

21.1 While this agreement runs, the Provider carries cyber liability insurance of at least $2,000,000, technology errors and omissions insurance of at least $1,000,000 and general liability insurance of at least $1,000,000, and gives the Client certificates on request.

22. Termination

22.1 Either party may end this agreement by written notice if the other materially breaches it and does not cure the breach within 30 days of being told about it in writing.

22.2 The Client may also end it for convenience on 90 days' written notice during the Initial Term by paying the monthly fees for the rest of the Initial Term, reduced by 50%.

23. Transition at the end

23.1 When this agreement ends for any reason, the Provider helps for up to 60 days with the move to the Client's next provider: it hands over all passwords, documentation and Client Data, removes its agents in a coordinated way and answers reasonable questions. Transition work beyond 10 hours is billed at the hourly rate in Exhibit B.

24. General

24.1 The Provider is an independent contractor. Neither party hires the other's employees who worked on the Services while this agreement runs and for 12 months after, unless the other party agrees in writing.

24.2 Neither party is liable for delays caused by events beyond its reasonable control, if it gives prompt notice and works to limit the effect. Notices are given by email to the contacts in this agreement, with a copy by mail for notices of breach or termination.

24.3 This agreement is governed by the laws of the State of Oregon. Disputes go to the state or federal courts in Multnomah County, Oregon. This agreement, with Exhibits A, B and C, is the entire agreement on its subject, and changes are valid only in writing, signed by both parties.

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Exhibits

These exhibits form part of this agreement.

EXHIBIT	TITLE	WHERE
A	Services and service levels	Pages 3 and 4
B	Fees	Page 5
C	Business Associate Agreement (HIPAA)	Signed separately, same date

Contacts for notices

Notices under this agreement go to these people. Either party may change its contact by written notice.

PARTY	CONTACT	EMAIL AND ADDRESS
Provider	Owen Kessler, Managing Director	owen@ridgeway-it.example, 2330 NW Thurman St, Portland, OR 97210
Client	Dr. Hannah Lowe, Managing Partner	hlowe@willamettedental.example, 4510 SE Hawthorne Blvd, Portland, OR 97215
Escalation	Provider's service manager, then Owen Kessler	escalations@ridgeway-it.example, answered within 1 Business Hour

Signatures

Signed by the authorized representatives of both parties. The Services start on the Effective Date, Dec 1, 2026, once both this agreement and Exhibit C are signed.

CLIENT

_____

SIGNATURE

Willamette Family Dental, P.C.

Name: _____

Date: ____ / ____ / _____

PROVIDER

_____

SIGNATURE

Ridgeway IT Services, LLC

Name: _____

Date: ____ / ____ / _____

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