

Managed IT Services Service Level Agreement (SLA)

This IT Services Agreement is made effective as of **07/01/2025**, by and between **Brickell Place Phase II Of 1925 Brickell Ave # D201, Miami, FL 33129**, and **BlueTech IT Solutions ("BlueTech") of 1110 Brickell Ave. Suite 803, Miami, Florida 33131**.

Whereas Service Recipient is the owner/lessor/licensee of a certain Computer System (hereinafter defined) for which Service Recipient desires Service Provider to perform certain Services (hereinafter defined); and

Whereas the Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

- (a) "Computer System" shall mean the computer hardware, and the computer software listed on Exhibit One, attached hereto and made a part hereof.
- (b) "Services" shall mean the Operation, Maintenance and Management of the Computer System, specifically defined in Description of Services.
- (c) "Operation" shall mean the operation of the Computer System, including, but not limited to manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.
- (d) "Maintenance" shall mean remedial maintenance and preventive maintenance of the Computer System.
- (e) "Management" shall mean the scheduling of the use of the Computer

System, management of the computer systems, procurement of supplies and spare parts therefore, and recommendation of changes and additions thereto.

(f) "Up-Time" shall mean total time, during any calendar week, that the Computer System is available for Operation during the time scheduled for Operation during such calendar week.

DESCRIPTION OF SERVICES. Beginning on **07/01/2025**, BlueTech will provide to **Brickell Place Phase II** the following services (collectively, the "Services"):

- (a) During the term hereof, Service Provider shall perform Services, which shall be subject to Service Recipients written acceptance, and shall be performed by Service Providers employees, acceptable to the Service Recipient, who are skilled in the Operation and Maintenance of the Computer System. Service Recipient may, for any reason, request that such employees be replaced with other skilled employees of Service Provider.
- (b) The Computer System shall be available for Operation, during the term hereof, with an Up-Time of **90 percent**, during the hours of **8:30AM** through **5:30PM**, Monday through Friday, excluding legal holidays recognized in the city where Service Recipient company is located. Natural disasters, power issues related to non-IT systems and malicious acts excluded.
- (c) The preventive maintenance portions of the Maintenance shall be performed during the times that the Computer System is not scheduled for Operation. To the extent any Maintenance is required to be performed during the times that the Computer System is scheduled for Operation, Service Provider shall provide a back-up capability or alternative for that portion of the Computer System for which Maintenance is being performed.

(d) The performance of Service Provider shall include Service Providers procurement of supplies and spare parts sufficient to ensure that the Operation of the Computer System is uninterrupted. Supplies and spare parts are additional costs not covered in the maintenance agreement. All hardware/software/licenses to be purchased by service provider must be approved by service recipient.

(e) During the term hereof Service Recipient shall provide Service Provider with sufficient work space to perform Services.

DEVICES SUPPORTED. The following network hardware and software shall be covered by the managed services agreement as of the date of signing:

Devices	Qty	Cost per device	Item Subtotal
Windows Workstations/Laptops	7	72.00	504.00
VM Ware Physical Server	1	72.00	72.00
Windows Virtual Server	2	72.00	144.00
Zyxel Firewalls/Security Gateways	1	35.00	35.00
LAN Networks (Management VLAN)	2	0.00	0.00
Physical Sites	1	0.00	0.00
Unifi Access Points	5	0.00	0.00
Cisco Catalyst 3750 G Switch	1	0.00	0.00
Netgear 5 Port Switch	1	0.00	0.00
Device/Item Total:			\$755.00
Cybersecurity & BCDR	Qty.	Cost per device	Item Subtotal
Antivirus/EDR/Ransomware Protection Software	9	3.50	31.50
Graphus Email Security (on GW)	6	2.50	15.00
Cloud Backup	Qty.	Cost per device	Item Subtotal
Cove Encrypted Cloud Backup 2 TB Storage	1	80.00	80.00
Managed Services Monthly Total:			\$881.50

**** The devices covered may change over time and will be reflected on the monthly invoice. The monthly invoice will detail a more accurate presentation of the current state of the network devices and services covered. All changes or modifications will be agreed to in writing.**

TECHNOLOGIES SUPPORTED. The following cloud technology providers shall be managed for cybersecurity best practices by this managed services agreement as of date of signing.

Provider:
Unifi Cloud/Cloud Key
Google Workspace (Emails, Cloud Storage, Security)
Domain Name Server (DNS) settings at domain registrar
AT&T Fiber Internet Connection (Physical Modem only)
VMWare Licensing Portal

SERVICES COVERED. Detail of all services covered for these devices/services are detailed below.

MANAGED SERVICES – WORKSTATIONS:

- Proactive monitoring of workstations for performance, security and hardware issues
- Unlimited Remote Support of Workstations
- 10 hours Onsite Support of Workstations
- Online ticketing system and ticket response for incident management.
- Third party Software installation Support
- VPN client/connection management and support
- Antivirus software monitoring for infected computers, suspicious activity or intrusion attacks
- Monitor Antivirus software for any missed definitions and remedy
- Remove viruses and malware (if possible)
- Monitor and automatically apply security updates to all workstations to patch vulnerabilities.
- Windows system health checks to alert of possible hardware and software issues
- Mac OS & iOS support and troubleshooting
- Microsoft 365/Google Workspace support and management
- Workstation Optimization for performance issues
- 24/7 workstation monitoring for performance issues
- Proactive alerts and reporting of possible issues

- Workstation health checks for CPU, Hard Drives, Operating system, Disk Space and RAM

MANAGED SERVICES – PHYSICAL/VIRTUAL SERVER:

- Proactive monitoring of physical servers for performance, security and hardware issues
- Unlimited Remote Support of Servers
- Unlimited Onsite Support of Servers
- Online ticketing system and ticket response
- Third party Software installation Support
- VPN client/connection management and support
- Antivirus software monitoring for infected computers, suspicious activity or intrusion attacks
- Remove viruses and malware (if possible)
- Monitor and Apply patches to all Servers to prevent security vulnerability.
- Windows system health checks to alert of possible hardware and software issues
- Server Optimization for performance issues
- Server asset management
- Virtual Server Guest Optimization for performance issues
- Virtual Server asset management
- On Premise Active Directory Management
- Mount and unmount of Virtual Hard Drives, perform maintenance on virtual hard disks
- 24/7 Virtual Server monitoring for performance issues
- Proactive alerts and reporting of possible issues
- Server health checks for virtual CPU, Hard Drives, Operating system, Disk Space and RAM issues
- Monitor Antivirus software for any missed definitions and remedy

SITE/NETWORK MANAGEMENT:

- Firewall Configuration modification, troubleshooting, firmware updates and support
- LAN and VLAN configuration, modification, troubleshooting
- Network Printer support and troubleshooting

- Wireless Access Point Support, configuration, maintenance and updates, troubleshooting of performance issues
- Network Hardware monitoring, updates and configuration changes

SERVICES NOT COVERED. The following services are not covered in the managed services agreement.

- 1) Excludes installation and configuration of new network devices not covered in the monthly managed services agreement including new routers, switches, wireless access points, servers (both virtual and physical), workstations, printers, data cabling, battery backups, workstation reinstalls, virus remediation on network level, new software installation and deployment.
- 2) Excludes hardware and software costs purchased on behalf of client.
- 3) Excludes Security Camera and Access Control Network, including hardware, connections and devices. These networks are managed/supported by another provider.
- 4) Any services *outside of the scope* of the agreement shall be billed at a discounted hourly rate of **\$95.00** per hour, or a flat project fee. These services shall be approved by the service recipient prior to service being performed.

EXCLUSION OF COVERAGE. Any Third-party cloud providers, software's or hardware for which BlueTech has not been made aware of its existence or use within the company. This includes at time of agreement signing and any services added thereafter for which BlueTech was not made aware of in writing.

All third-party cloud providers should be protected for vulnerabilities and unauthorized user access and a thorough audit of all services should be contracted by the client if they choose (separate fee). If no formal audit of all technology, data and communication services used by **Brickell Place Phase II** is performed, then BlueTech cannot provide proper protection to the entire technology infrastructure.

Only items specifically listed in the "Devices Supported" and "Technologies Supported" section of this agreement are covered by BlueTech at time of agreement signing.

PAYMENT. Payment shall be made to **BlueTech IT Solutions**, 6411 SW 18 St, Miami, Florida 33155. Payment may also be made via Wire Transfer or ACH methods.

Brickell Place Phase II agrees to pay BlueTech as follows:

- *For monthly managed services agreement invoiced on the **1st** of each month.*
- *Additional services performed outside of the scope of the monthly managed service agreement. These services will have been approved in writing prior to invoicing.*
- *Any reimbursements for hardware or software costs associated with performance of services not included in the monthly services agreement will be due upon receipt.*

In addition to any other right or remedy provided by law, if **Brickell Place Phase II** fails to pay for the Services when due, BlueTech has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

TERM. The term of this agreement is for **24 Months** from start of services and ending on **06/30/2027**. Agreement automatically renews 30 days prior to termination date unless cancellation is requested in writing, or a new agreement supersedes this one. This Agreement may be terminated by either party upon **60** days prior written notice to the other party.

In the event of any termination/cancellation of this Agreement, Service Provider may:

- (1) Declare all amounts owed to it hereunder to be immediately due and payable;
- (2) Enter Service Recipient's premises and repossess all supplies, spare parts and other items supplied by Service Provider hereunder for which payment has not been received by Service Provider.
- (3) Cease performance of all Services hereunder without liability to Service Recipient.
- (d) The foregoing rights and remedies of each party hereto shall be in

addition to all other rights and remedies available to them in law and in equity; but the liquidated damages as stated below shall be Service Recipient's exclusive remedy for Service Provider's failure to maintain the Up-Time of 90%.

CONFIDENTIALITY. BlueTech, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BlueTech, or divulge, disclose, or communicate in any manner, any information that is proprietary to **Brickell Place Phase II**. BlueTech and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, BlueTech will return to **Brickell Place Phase II** all records, notes, documentation, passwords and other items that were used, created, or controlled by BlueTech during the term of this Agreement.

WARRANTY. BlueTech shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in BlueTech's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to BlueTech on similar projects.

Service Provider warrants that the Services shall be of good quality and workmanship and in accordance with acceptable procedures for the Computer System, and that the Computer system will meet the specifications therefor.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT WARRANT THE SERVICES PERFORMED HEREUNDER OR THE ACCURACY OR CORRECTNESS OF THE RESULTS OF THE SERVICES, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) TITLE; 8) MARKETABILITY; 9) PROFITABILITY; 10) SUITABILITY; AND/OR 11) ANY TYPE ARISING FROM

COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 20 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall

proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by email, certified mail (return receipt requested), to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.



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SIGNATURES. This Agreement shall be signed on behalf of **Brickell Place Phase II** by Eleonora Gabaldon, and on behalf of BlueTech IT Solutions by Enrique Socarras, President.

Brickell Place Phase II:

By: Eleonora Gabaldon

Title: President

Date: Jun 01, 2025

Signature: _____

A handwritten signature in black ink, appearing to read "E. Gabaldon", written over a horizontal line.

BlueTech IT Solutions:

By: Enrique Socarras

Title: President

Date: 05/02/2025

Signature: Enrique Socarras