Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] ("Effective Date") by and between **Cyber Grease Monkey LLC**, an Ohio limited liability company doing business as **Walter Infrastructure** ("Provider"), and [CLIENT LEGAL NAME], a [STATE AND ENTITY TYPE] ("Client"). Provider and Client may each be referred to as a "Party" and together as the "Parties."

1. Definitions

1.1 "Covered Environment" means only the hosts, virtual machines, network equipment, storage systems, and infrastructure services specifically listed in Exhibit A. No other systems, devices, or services are covered by this Agreement.

1.2 "Baseline Document" means the written environment assessment and 90-day plan produced during onboarding.

1.3 "Maintenance Window" means a scheduled period, agreed in advance and listed in Exhibit B, during which Provider performs maintenance on the Covered Environment.

1.4 "Monthly Report" means the written infrastructure health report delivered to Client each month.

1.5 "Runbook" means the operational documentation, credentials inventory, and environment map maintained for the Covered Environment, which is and remains Client property.

1.6 "Third-Party Services" means software licenses, cloud infrastructure, offsite storage, support contracts, and any other vendor product or service used in the Covered Environment.

2. Services

2.1 Provider will perform scheduled preventive infrastructure maintenance on the Covered Environment in accordance with the service tier selected in Exhibit B, which may include: backup integrity verification and restore testing, operating system and hypervisor patching, firewall and VPN audits, directory services upkeep, monitoring and disk health review, security monitoring review, documentation maintenance, and the Monthly Report.

2.2 Onboarding precedes billing. Provider delivers the Baseline Document before the first retainer invoice is issued.

2.3 Services are strictly limited to the Covered Environment. Systems added to Client's environment are not covered until the Parties execute a revised Exhibit A and, where applicable, a revised fee under Exhibit B.

2.4 One-time project work (migrations, upgrades, deployments, incident recovery, and similar) is outside the retainer and is performed only under a separate written quote at a flat fee. No work under this Agreement is billed hourly, and no hourly rate exists under this Agreement.

3. Exclusions

3.1 **No end-user support.** Provider does not provide workstation support, desktop or laptop troubleshooting, email client support, printer support, mobile device support, or end-user application support of any kind. Requests for such support will be closed and referred to Client's internal or third-party support resources.

3.2 **No break-fix or emergency service.** Provider does not offer on-demand repair, emergency response, or real-time support, and nothing in this Agreement creates a response-time commitment. Communications are answered in writing, ordinarily within two business days.

3.3 Provider does not provide legal, compliance, or insurance advice. Reports and documentation may assist Client's own compliance and insurance processes, but Client remains solely responsible for its regulatory and contractual obligations.

4. Service Delivery and Access

4.1 All services are performed remotely during Maintenance Windows, except written asynchronous communication, which may occur at any time.

4.2 Remote access is established on demand for each Maintenance Window over VPN and SSH using accounts and infrastructure held in Client's name, and is closed when the work concludes. Provider maintains no persistent tunnel, agent, or standing connection into the Covered Environment. Access events are logged.

4.3 Monitoring and alerting for the Covered Environment run on deterministic, industry-standard tooling. Automated language tools may be used to summarize or format data already flagged by that tooling, and are not used as a detection layer.

4.4 Rollback preparation (snapshots, configuration backups, or equivalent) is staged before changes are applied during Maintenance Windows.

5. Client Responsibilities

5.1 Client will designate a named on-site contact authorized to perform occasional physical tasks (for example, connecting a device or replacing a hot-swappable drive) under Provider's remote instruction.

5.2 **Remote hands.** Physical work on Client premises is performed by Client's personnel or contractors, not by Provider. Provider is not liable for damage to hardware, data, or facilities caused by physical acts of persons not employed by Provider, including acts performed under Provider's remote instruction. At Client's request, Provider will coordinate a third-party local technician for the flat coordination fee listed in Exhibit B; such technician contracts with and is paid by Client.

5.3 **Client-owned subscriptions.** All Third-Party Services are purchased and held in Client's name and paid by Client directly to the vendor. Provider does not resell, sublicense, or mark up any third-party product. Provider is not responsible for interruption, suspension, or data loss arising from Client's nonpayment of a vendor or from a vendor's own failure, and has no obligation to advance payment to any vendor on Client's behalf.

5.4 Client will respond to recommendations in the Monthly Report within a reasonable time. Where Client defers or declines a recommendation, the deferral will be recorded in the Monthly Report and the associated risk rests with Client. Provider assumes no liability for hardware failure, data loss, or security incidents resulting from deferred or declined recommendations.

5.5 Client retains custody of master credentials, the Runbook, and all administrative access to its own environment at all times.

6. Fees and Payment

6.1 Client will pay the monthly retainer stated in Exhibit B, invoiced monthly in advance and due within fifteen (15) days of invoice.

6.2 Hardware recommended by Provider is purchased by Client at vendor cost with the vendor invoice passed through unmodified. Provider applies no markup and accepts no commission.

6.3 If an undisputed invoice remains unpaid fifteen (15) days after written notice of nonpayment, Provider may suspend services until payment is received, and is not responsible for conditions arising in the Covered Environment during suspension.

7. Term and Termination

7.1 This Agreement begins on the Effective Date, runs through the onboarding period described in the Baseline Document, and then continues month to month.

7.2 Either Party may terminate for convenience on thirty (30) days' written notice. Either Party may terminate immediately for the other's material breach not cured within fifteen (15) days of written notice.

7.3 **Offboarding.** Upon termination, Client retains all accounts, credentials, data, documentation, the Runbook, the environment map, and every report delivered. Provider will remove its own access within five (5) business days and confirm removal in writing. No exit fee applies.

7.4 Sections 3, 5.2, 5.3, 8, 9, 10, 11, 12, 13, and 16 survive termination.

8. Ownership

8.1 All Client data, configurations, accounts, credentials, and documentation produced for the Covered Environment, including the Baseline Document, Runbook, and Monthly Reports, are Client property.

8.2 Provider retains ownership of its pre-existing and independently developed tools, scripts, templates, and methods. Provider grants Client a perpetual, non-exclusive license to use any such materials left deployed in the Covered Environment.

9. Confidentiality

9.1 Each Party will protect the other's non-public information, including network architecture, credentials, security posture, logs, and business information, with at least the care it uses for its own confidential information, and will use it only to perform under this Agreement.

9.2 These obligations do not apply to information that is publicly available, independently developed, rightfully received from a third party, or required to be disclosed by law, provided the disclosing Party gives prompt notice where legally permitted. These obligations survive termination for three (3) years, and indefinitely for credentials and security-relevant technical detail.

10. Security Acknowledgment

10.1 The services reduce risk; they do not and cannot eliminate it. Client acknowledges that no security program prevents all incidents and that Provider makes no guarantee, warranty, or representation that the Covered Environment will be free of breaches, intrusions, malware, or data loss.

10.2 The designed recovery path for a destructive incident is restoration from verified backups as described in the Monthly Reports. Recovery time depends on the scope of the incident and the state of the environment at the time.

11. Insurance

11.1 Client will maintain first-party cyber liability insurance with limits of at least one million dollars ($1,000,000), and will obtain from its carrier a waiver of subrogation in favor of Provider. Before the first Maintenance Window, Client will provide a certificate of insurance evidencing this coverage and the waiver, and will keep it current for the term of this Agreement.

11.2 Provider will maintain technology errors and omissions insurance and cyber liability insurance with limits of at least one million dollars ($1,000,000) for the duration of the Agreement.

12. Limitation of Liability

12.1 Provider's total aggregate liability arising out of or related to this Agreement, under any theory, is capped at the total fees actually paid by Client in the three (3) months preceding the event giving rise to the claim.

12.2 Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost revenue, lost profits, lost data, business interruption, or ransom payments, even if advised of the possibility.

12.3 Without limiting Section 12.1, Provider is not liable for losses arising from: (a) zero-day or previously unknown vulnerabilities; (b) failures of Third-Party Services or vendors; (c) physical work performed by persons not employed by Provider; (d) recommendations Client deferred or declined; (e) acts or omissions of Client's employees, users, or contractors, including responses to phishing or social engineering; or (f) conditions arising during a suspension for nonpayment under Section 6.3.

12.4 Nothing in this Agreement limits liability that cannot be limited under applicable law, including liability arising from a Party's willful misconduct.

13. Indemnification

13.1 Client will defend and indemnify Provider against third-party claims arising from: Client's business operations; Client's data and content; unlicensed or improperly licensed software in Client's environment; and acts of Client's employees, users, or contractors.

13.2 Provider will defend and indemnify Client against third-party claims that Provider's own pre-existing tools, delivered under Section 8.2, infringe a United States intellectual property right.

14. Independent Contractor

Provider is an independent contractor. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship. Provider controls the manner and means of performing the services.

15. Force Majeure

Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, internet or utility failures, war, terrorism, labor disputes, or government action, provided the affected Party gives prompt notice and resumes performance when reasonably able.

16. Governing Law and Disputes

16.1 This Agreement is governed by the laws of the State of Ohio, without regard to conflicts of law principles.

16.2 The Parties will first attempt in good faith to resolve any dispute through written negotiation for thirty (30) days. Unresolved disputes will be brought exclusively in the state or federal courts located in [COUNTY], Ohio, and each Party consents to that venue.

17. General

17.1 This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. Amendments must be in writing and signed by both Parties.

17.2 Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all assets.

17.3 If any provision is held unenforceable, the remainder stays in effect, and the provision will be enforced to the maximum extent permitted.

17.4 Notices are effective when sent by email to the addresses listed in Exhibit B, with a copy by any other agreed method for termination or breach notices.

17.5 This Agreement may be executed in counterparts, including by electronic signature.

Signatures

Each signatory represents that they are authorized to bind their Party.

Cyber Grease Monkey LLC
dba Walter Infrastructure

SIGNATURE

NAME & TITLE

DATE

[CLIENT LEGAL NAME]

SIGNATURE

NAME & TITLE

DATE

Exhibit A: Covered Environment

Completed from the Baseline Document at signing and amended only in writing. Services apply exclusively to the items listed here.

IDENTIFIER	TYPE	ROLE / DESCRIPTION	NOTES

Exhibit B: Service Tier, Fees, and Contacts

ITEM	VALUE
Service tier	[Essentials / Standard / Complete]
Monthly retainer	[$ AMOUNT] per month, invoiced in advance
Onboarding project fee	[$ AMOUNT], flat, per the accepted written quote
Maintenance Window schedule	[e.g., second Wednesday of each month, 10:00 PM local]
Named on-site contact	[NAME, ROLE, EMAIL]
Third-party local hands coordination fee	[$ AMOUNT] flat, per occurrence, technician billed separately to Client
Provider notice email	[PROVIDER EMAIL]
Client notice email	[CLIENT EMAIL]