

# **Managed Service Agreement**

**Provided By**

**Virtual Essential Management, LLC**

**DBA**



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# SLA Introduction

Company: Virtual Essential Management, LLC (“Company”)

Company Address: 126 E Martin St., Martinsburg, WV 25401

Client Name: (“Client”)

Client Address: (“Address”)

Effective Date: (“Effective Date”)

This Service Level Agreement (“SLA” or “Agreement”) by and between Client Name, herein referred to as Client or the Client, and (Your Business Here) hereinafter referred to as Service Provider or the Service Provider, each as identified above and located at the indicated addresses, is effective as of the date specified above. Additionally, this Agreement will not supersede any current processes, procedures or agreements unless stated explicitly herein.

WHEREAS, Service provider is a provider of Information Technology Services Solutions;

WHEREAS, Client desires to contract with Service Provider for the provision of the Service Provider Information.

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## Period of Service and Automatic Renewal

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof and shall be for an initial term of 30 days. If CLIENT declines to cancel prior the end of the 30 day trial or opts out of the trial and into a paid agreement. Client agrees to Twelve (12) months at pricing consistent with rates established in initial section 1.0 Coverage Summary. CLIENT and Service Provider reserve the right to review this agreement quarterly and assess its success. Any necessary changes to the term predicated on assets will be made to agreement Addendums as needed and represented by addendum.

This Agreement shall renew automatically at the end of the prior Agreement term for a period of twelve (12) months unless Service Provider or the Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. Renewal pricing will remain consistent with rates established in section 1.0 Coverage Summary.

## Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

The Service Provider shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of the Service Provider.

Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The total liability of the Service Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by the Client. Further, if any collection action litigated or otherwise, is necessary to enforce the terms of this Agreement, Service Provider shall be entitled to reasonable attorneys’ fees and costs in addition to any other relief to which it may be entitled.

Nothing in this Agreement shall limit or exclude either Party’s liability for death or personal injury or any other liability which cannot be excluded by law.

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

## **Modification or Termination of Agreement**

The Service Provider reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, service enhancements, as well as modify this Agreement (or any portion thereof) with a thirty (30) day notice.

The Client may request, in writing to the Service Provider, modifications to this agreement (or any portion thereof). The Service Provider will implement any reasonable requested modifications within 30 days of receiving such written request from the Client.

The Service Provider reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties.

This Agreement may be terminated by the Client upon ninety (90) day’s written notice if the other Party:

- I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
- II. Breaches any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client

data and information stored on (Virtual Essential Management, LLC)-owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

## Terms of Service

The headings within this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of West Virginia. It constitutes the entire Agreement between Client and Service Provider for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. The Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, the Client will not recruit or hire any employee, agent, representative or subcontractor of The Service Provider, nor will the Client directly or indirectly contact or communicate with the Service Provider's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than the Service Provider; or (b) to provide services to the Client or any other person, firm or entity except as an employee or representative of the Client. The Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, the Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, the service provider disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Service Provider does not warrant that use of software or products furnished by the Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

## Confidentiality & Non-Disclosure

The Service Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services. Service Provider acknowledges that through its relationship with Client, service provider may become aware Confidential Information or trade secrets proprietary to Client. Service Provider agrees to protect and not to disclose or otherwise make available Client's Confidential Information and/or trade secrets. Service

Provider shall take appropriate action by instruction, agreement, or otherwise with any respect to Service Provider's employees who are permitted to access Client's Confidential Information and trade secrets. To fulfill Service Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Service Provider and not released to third parties without written consent from the Client.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by Client, or received by Service Provider by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of (Virtual Essential Management, LLC), (iii) was in the possession of Service Provider in a non-confidential basis prior to its disclosure, (iv) was disclosed to Service Provider by a third party not reasonably known by Service Provider to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of Client.

## **Legal Proceedings**

All legal proceeding whether initiated by Client or Company will be held in Berkeley County, Martinsburg, West Virginia. We will not be held responsible for any costs the Client incur to initiate or to participate in any legal proceedings.

# 1.0 Coverage Summary

Based on CLIENT selected package, licensing, add-ons and the additional services below.

	Quantity	Unit Price	Line Total
<i>**All Fleet managed Hardware Includes All Line Items In Sections Listed Below *Estimated</i>			
<b>Expanded Workstation/Server Coverages</b>			
<i>On-Site Support (excluding travel fees and expenses)</i>		\$150/hr	-
<i>After Hour and Holiday Support</i>		\$100.00/hr	-
<b>User Centric Coverages</b>			
<i>Additional Support Hours if applicable(20 accounts/workstation or less)</i>		\$50/hr	
<i>System Engineer Solutions &amp; Services</i>		\$100/hr	-
<b>Supportive and Advisory IT Services</b>			
<i>IT Training Services</i>	TBD	\$100/hr	-

## 1.1 Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
<b>Business Hours</b> Monday – Friday, 8:00am – 6:00pm	Included	TBD	N / A	N / A
<b>After Hours</b> Monday – Friday, 6:00pm – 11:00pm	Included	TBD	N / A	N / A
<b>Nights and Weekends</b> Monday – Friday, 6:00pm – 8:00am Friday 11:00pm – Monday 8:00am	Included	TBD	N / A	N / A
<b>Holidays</b> As listed in Observed Holidays	Included	TBD	N / A	N / A

Observed Holidays					
New Year's Day	Memorial Day	Independence Day, US	Labor Day	Thanksgiving Day	Christmas Day
January 1 <sup>st</sup>	Last Monday in May	July 4 <sup>th</sup>	1 <sup>st</sup> Monday September	4 <sup>th</sup> Thursday in November	December 25 <sup>th</sup>



## 1.2 Service Level Expectations

Helpdesk Service Level Expectations*				
	Severity 1 Critical	Severity 2 High	Severity 3 Medium	Severity 4 Low
<b>Business/Financial Risk</b>	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
<b>Work Stoppage</b>	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased.
<b>Percentage of End Users Affected</b>	75 – 100%	30 – 75%	15 – 30%	0 – 15%
<b>Workaround</b>	None acceptable	Semi-acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
<b>Response Time</b>	1 hour or less	2 hours or less	8 hours – 1 business day	8 hours – 1 business day
<b>Resolution Time</b>	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response

\*There may be situations that don't fit these definitions perfectly.

## 1.3 Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
Tier 1 Support (Service Desk)	All support incidents begin in Tier 1 in the (Virtual Essential Management, LLC) Service Desk, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
Tier 2 Support (Service Desk/ System Engineers)	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers with experience in both single user issues and multiple user network issues.
Tier 3 Support (Sr. Engineers and vendors)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the (Virtual Essential Management, LLC) VCIO, where support is provided by the most qualified and experienced Engineers who can collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues.

## 1.4 Service Escalation Process

Service Escalation Process
1. Support Request is Received (By Tray, E-mail or Phone Request)

2. Trouble Ticket is reviewed
3. Issue is Identified and documented in Ticketing System
4. Priority is established and immediate escalation occurs if necessary
5. Issue is qualified to determine if it can be resolved through Level 1 Support (if not the matter is escalated)
6. Issue is reviewed to determine if direct contact with client or vendor is required to resolve
7. Issue is review to identify if work can be done remotely or if an onsite visit is required
8. Contact is made either via email or phone to identify when the affected user is available to work with the issue
9. Level 1 Help Desk – issue is worked to successful resolution
10. Level 1 Help Desk – Quality Control, issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System
<b>If Issue Cannot Be Resolved Through Tier 1 Support:</b>
12. Issue is escalated to Tier 2 Support all notes and conditions are transferred with the service ticket
13. Issue is qualified to determine if it can be resolved by Tier 2 Support (if not the matter is escalated)
14. Tier 2 Resolution - issue is worked to successful resolution
15. Tier 2 Quality Control –Issue is verified to be resolved
16. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System has been performed
<b>If Issue Cannot Be Resolved Through Tier 2 Support:</b>
17. Issue is escalated to Tier 3 Support all notes and conditions are transferred with the service ticket
18. Issue is qualified to determine if it can be resolved through Tier 3 Support (if not the matter is escalated)
19. Quality Control –Issue is verified to be resolved
20. Tier 3 Resolution - issue is worked to successful resolution
21. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
22. Tier 3 Resolution - issue is worked to successful resolution
23. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
<b>If Issue Cannot Be Resolved Through Tier 3 Support:</b>
24. Issue is escalated to VCIO Support
25. Issue is qualified to determine if it can be resolved through VCIO Support

26. VCIO Resolution – issue is worked to successful resolution
27. Quality Control – Issue is verified to be resolved.
28. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
29. If issue is unresolved Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution

## 1.5 Covered Locations

Covered Locations	
Contact	Location
Client On-site Technical Contact	Name and Address: CLIENT specified location
Client On-site Technical Contact	Name and Address: CLIENT specified location

## 2.0 General Coverage Provisions

### 2.1 Covered IT Assets and Client Locations

For purposes of this Agreement, the covered IT Environments and IT Assets shall include all locations and IT assets as outlined in Section 1.0 Coverage Summary. The specific IT Asset and location details are recorded in the Service Provider's Remote Monitoring and Management (RMM) and/or Professional Services Automation (PSA) tools.

If the Client desires to relocate, add or remove locations, the Client shall give notice to the Service Provider of its intention to relocate sixty (60) days in advance. The Service Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to the IT environment at the relocation and/or new site.

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee as detailed in Section 1.0 Coverage Summary.

It is expected that changes will be made to the configuration of the IT environment over time. Events causing such changes may include hiring of new personnel, addition of IT assets, and physical movement of components. Adjustments to the IT Assets covered by this agreement will require an addendum to this Agreement and may adjust the monthly cost of service. At the Service Provider's discretion new IT Assets can be added to coverage and the cost of services will adjust the client's monthly charges, initially being prorated on the first invoice received post addition.

Any additional IT Assets added to the IT environment without the consent or acknowledgement of the Service Provider will not be honored or supported by the Service Provider under this agreement. The Service Provider reserves the right to renegotiate service terms with respect to any addition of IT Assets by the Client.

It is expected that the use of auxiliary devices with covered IT assets may be necessary for Client. No support or service is included for any undocumented auxiliary devices unless detailed in Section 1.0 Coverage Summary and/or Appendix 3 of this Agreement. Any and all auxiliary devices that require coverage must meet the Service Provider's serviceability standards, be supported and warranted by the manufacturer/vendor, and be in reasonable condition. Any coverage of auxiliary devices may adjust the monthly cost of service. It is at the sole discretion of the Service Provider to cover these devices at an agreed upon monthly rate.

## 2.2 Conditions for Service

The CLIENT IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Service Provider's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

### 2.2.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012R2 Server or later and have all the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 or later and have all the latest Microsoft Service Packs and Critical Updates installed.
3. All MacBook's must be running MacOS BigSur 11 with all updates and packages.
4. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
5. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
6. All Wireless data traffic in the environment must be securely encrypted.

7. All workstation and network equipment must be newer than three (3) years old and no older than three (3) years. Servers must be newer than five (5) years old and no older than five (5) years old. All equipment must be covered by a manufacturer's warranty.

The Service Provider reserves the right to inspect the IT Environment upon the commencement of the term of this agreement for the purpose of assessing and documenting the state of the IT Environment. Unless stated otherwise, said assessment shall be included as part of the Onboarding process outlined in Section 4.2 Onboarding Process.

The Service Provider reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Service Provider representative.

Coverage for existing IT Assets under this Agreement is contingent upon:

1. The IT Assets meet the Service Provider's serviceability standards defined in Appendix 3
2. For remote service, a covered IT Asset must have the Service Provider's RMM agent installed and be remotely accessible over a reliable internet connection.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in Section 1.0 Coverage Summary.

## 2.2 Included Services

The services covered by this agreement and provided by the Service Provider are defined in Appendix 3 and outlined in Section 1.0 Coverage Summary. All services not defined within Appendix 3 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

## 2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 3.

Out of hours services and support can be provided at the Service Provider's discretion to cover early/late shifts, nights, weekends, public holidays, and otherwise out of scope service hours and days. These services are contingent upon the Service Provider's availability of its representatives, according to the terms and conditions set forth in this Agreement. All out of scope hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Section 1.0 Coverage Summary.

## 2.5 Included On-site Services

The Service Provider strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps the Service Provider control its costs. The Service Provider will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary
- Remote accessibility is limited
- Service Provider's representative expects that an on-site repair to be faster.

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in Section 1.0 Coverage Summary.

The Service Provider reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from the Service Provider and/or Client.

It is at the sole discretion of the Service Provider to determine if an on-site 'dispatch' of a Service Provider's representative is necessary to resolve a monitor alert, service or support request.

In the event the Client would like a representative from the Service Provider to come on-site and the Service Provider believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in Section 1.0 Coverage Summary will apply.

On-site 'dispatch' fees are designed to help the Service Provider manage its representatives travel costs. They are determined by distance, time, tolls, parking fees, and other environmental factors and the specifics for each Client site are defined in Section 1.0 Coverage Summary. This fee is applicable each time a representative from the Service Provider visits the client site to address a monitor alert, service or support request unless otherwise agreed by the Service Provider.

The Client has the right to refuse any and all on-site services, even those the Service Provider determines are required to address a Client support/service request or monitor alert. In the event the Client refuses on-site services that are determined to be necessary by the Service provider, the client agrees that all required service levels and coverages that apply to that request under this agreement will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 3 Groups Section.

## **2.6 Fleet Managed Hardware Coverage**

Client agrees to a three-year minimum participation obligation upon signing this agreement. Should client wish to cancel service agreement prematurely during the first three years or at the end of the three-year term, (Virtual Essential Management, LLC) will negotiate with Client for a buyout of equipment upon cancellation. For any assets identified in the Fleet management portion of Section 1.0 Coverage Summary. Upon maturity of the agreement, replacement hardware will be deployed automatically.

Client agrees that all equipment listed on Proposal will remain sole property of (Virtual Essential Management, LLC ) with security interest and will not attempt to sale, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment

without written permission of (Virtual Essential Management, LLC). Should this contract terminate by either party, client agrees to return the property listed in Proposal to (Virtual Essential Management, LLC) within 10 days after the final cancellation date. Customer further acknowledges and gives permission to (Virtual Essential Management, LLC) to seize equipment listed in Proposal from location listed in event of contract termination after 10 day grace period, and agrees to compensate (Virtual Essential Management, LLC) for expenses accrued during the seizure process.

Client agrees and understands that (Virtual Essential Management, LLC) Equipment is to be maintained completely by (Virtual Essential Management, LLC). Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal will result in the immediate cancellation of this agreement.

Client agrees to make all logical and earnest attempts to keep equipment safe, secure, and protected while in their possession. Client agrees to keep and possess current insurance on equipment listed in Proposal while in their possession. Client further agrees to be responsible for all costs for the repair or replacement of the equipment listed in Proposal while in their possession should it be damaged or ill-repaired by a third party.

Written notice, by certified letter, of a cancellation request must be made by either party thirty (30) days prior to the change. (Virtual Essential Management, LLC) reserves the sole right to change this agreement in any capacity with a thirty (30) day written notice to the client. This agreement will automatically annually renew unless canceled.

Total payment of the clients account to the Service Provider accompanying the notice of cancellation. Where possible (Virtual Essential Management, LLC) will negotiate with Client for a buyout of equipment upon cancellation. Verbal notification and confirmation of the Service Provider and Client informing of the cancellation must also follow the written notice of cancellation. Service Provider acknowledges that all Client data and information stored on (Virtual Essential Management, LLC)-owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format.

## 2.7 Workstation Managed Backup System Coverage

The Service Provider agrees to provide the client with priority service on the products registered only in Section 1.0 Coverage Summary. This service provides priority response time that includes the following:

- Management and Verification of data back up
- Custom Near line Disaster Recovery Plan with storage encrypted end to end
- Secured Backup and Storage off site of client location
  - Backups classified as Daily, Weekly, Monthly and Yearly and retained in compliance with HIPPA and IRS regulations
  - Quarterly test disaster recovery.
- Contract does not include any applicable annual subscription or license fees
- Contract does not include any applicable fees for active use of (Your Business Here) servers post restoration.

## 2.8 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined in a separate agreement or Addendum and are subject to the terms, conditions, and fees detailed Section 1.0 Coverage Summary.

This Agreement does not cover any costs, expenses, or fees not detailed herein. Some uncovered costs include but are not limited to:

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3<sup>rd</sup> Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
9. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Section 1.0 Coverage Summary.
10. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
11. Any and all services not defined within Appendix 3.
12. Project work.
13. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
14. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
15. The cost to replace stolen or missing IT Assets.
16. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
17. Data is not covered and is always considered outside the scope of this agreement.

IT Services and support can experience issues with software, applications, hardware and other IT Assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible the Service Provider will recommend a work-around, a replacement, an additional service, or project to alleviate the issue. The recommendation the Service Provider offers will only be covered by this Agreement if defined explicitly herein and may incur fees or other out of scope charges to be mutually agreed on by the Service Provider and the Client before work is completed.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1<sup>st</sup>) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the client according to the terms and conditions specified within this Agreement.



Client approval for any and all uncovered services/incidents is necessary when the charges or fees for those services exceed 10% of the client's covered base monthly charges, unless otherwise detailed within this Agreement.

The Client agrees to pay any and all service/incident charges that do not exceed 10% of the client's covered base monthly charges without providing formal approval.

- In the event that the Client incurs multiple individual charges that do not exceed 10% of the Client's covered base monthly charges but collectively exceed 25% of the Client's base monthly service charges, Client approval becomes required for any/all additional uncovered expenses for the remainder of that service period (month).

## 2.9 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

Any and all conflicting service levels or service level exceptions detailed within Appendix 3 will supersede the general service levels and exceptions defined within Section 1.0 Coverage Summary.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Business and financial exposure (Cost)
- Percentage of end-users at Client affected (Impact)
- How debilitating the incident is for end-user and the Client (Severity)
- Is there a workaround available?

The Service Provider recognizes that some requests, even those with minimal impact or severity could be urgent for the Client or end-user. The Service Provider will provide best effort to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency driven prioritization of requests are at the sole discretion of the Service Provider.

The response and resolution times defined within this Agreement behave like timers (e.g. like a stop-watch) and are tracked and managed within the Service Provider's ticketing system. The following conditions and behaviors apply to the service level response/resolution time timers:

- The response and resolution time timers begin to track time when the ticket is created within the Service Provider's ticketing system.
  - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 10 minutes of emailing.
  - Opening tickets with the tray icon is the preferred and immediate method of submitting requests.

- During periods when the Service Provider is working with or waiting for vendors/manufacturers, or the Client to make progress on a client request the timers are paused. The Service Provider will continue to follow up with and escalate requests with vendors, manufacturers, and/or the Client to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a 3<sup>rd</sup> party and are not within the control of the Service Provider to resolve will remain paused until the responsible party shifts back to the Service Provider.
- The timers will be paused outside the covered hours defined in Section 1.0 Coverage Summary.

### 2.9.1 General Service Level Exceptions

Exceptions to the service levels provided as part of this Agreement are not applicable with the following situations:

1. In the event the Service Provider is working remotely with a Client's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the Service Provider's technician efficiently.
2. Service and support requests that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 90 days of this Agreement while the Service Provider works with the Client to onboard them to their services.
4. Service levels defined within this Agreement do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this Agreement.
5. Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

Service Level exceptions specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

## 3.0 Service Process

### 3.1 Requesting Support

Any and all Client end-users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

#### 3.1.1 General Information to Include with Request

When you call, email, or submit a request using any approved method below ensure that you include the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred
- The impact, severity and urgency of the problem
  - What is the business and financial effect? (How costly?)

- How many users is it affecting? (How impactful?)
- Can the end-user(s) remain productive or are they halted? (How severe?)
- Do the end-user(s) have a viable workaround currently?
- How urgent is the request?
- Any relevant applications and versions you're working with
- Any changes made recently

### **3.1.2 Requesting Support during Regular Business Hours (8am-6pm)**

It is expected that the monitoring software provided by the Service Provider will identify problems with the Client's IT assets and environment prior to the Client's end-users. In the event problems are first noticed by the Client, they are to be reported in one of the following manners:

- If the Client has an existing IT support phone extensions and email addresses, the Service Provider with best efforts will work with the Client's systems to forward requests to the Service Provider's systems. The Client can then use existing phone extensions and email addresses to request support.
- For requests of high importance, cost, severity, impact, and/or urgency please:
  - a. The on-site technical contact defined in Appendix 2 is the only contact that can open critical tickets unless otherwise specified within Appendix 2.
  - b. Contact the Service Provider over the phone at: (681-260-2768)
- For less critical requests please:
  - a. Use the Service Provider's agent software or client portal to open the request. Instructions will be provided during onboarding. (Preferred method)
  - b. Contact the Service Provider over email at: (help@vemtech.net)
    - i. Emails are not guaranteed to open tickets immediately, but they will typically be opened within 10 minutes of emailing. Using this method can delay service and service level tracking does not begin until the ticket has been opened. Using the tray icon is the preferred method of opening requests.

### **3.1.3 Requesting Support outside Regular Business Hours (5pm-8am)**

Requests for support outside regular business hours or on holidays are subject to the terms, conditions, fees, and charges specified within this Agreement. The specific charges and fees will be outlined in Section 1.0 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours using by contacting the Service Provider at (681-260-2768). You will be prompted to leave a message for the Service Provider's after hours on call messaging system. The prompt will ask you to press "1" on your keypad if the issue is an emergency and needs to be addressed immediately or if the issue is non critical, press "2" to record a message which will be addressed the next business day (Monday – Friday).

By selecting "1" you will be placed into the Service Providers emergency Que where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers on call technician who will contact you within the next fifteen (15) minutes.

The service monitors that are defined as critical within Appendix 3 of this Agreement, will alert the Service Provider's on-call resources.

Once the Service Provider's on call resource receives an after-hours request for service from the Client or an alert from a critical service monitor, they will ensure that the request is within the scope of this Agreement before proceeding. In the event that the request is not covered by the Agreement, the Service Provider's resource will contact the after-hours Client authorized representative for approval. The client authorized representatives are identified during the onboarding process and are defined in Appendix 2 of this Agreement.

The Client After-hours Representative defined within this agreement can:

1. Ask the Service Provider's resource to defer the request for regular business hours
2. Approve the request and any charges for out of scope services and support
3. Decline the request for out of scope services and support

## 3.2 Support Escalation Process

The Service Provider's resources will respond, action, and/or resolve monitor alerts and support requests from the Client. The Service Provider's representatives follow internal processes to involve higher level representatives when necessary.

The Service Provider strives to maintain a single point of contact with the Client for every incident. Internal escalations will occur seamlessly without the involvement of the Client or the end-user. The Service Provider's initial representative will remain the primary point of contact for the Client, until a satisfactory resolution of the Client's request occurs unless otherwise communicated by the representative.

In the event the Client would like to escalate a support/service request they can contact the Service Provider by phone or email. The Service Provider will work with the Client to re-evaluate how the request is classified. In the event that re-evaluation does not adjust the request's priority classification, the Service Provider will strive to accommodate the request but is only able to do so on a best effort basis. The required service level in this instance will not change even if the Service Provider's best effort accommodation of the escalation is provided.

## 3.3 Service Onboarding Process

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 45-90 days of a relationship.

The summary of steps the Service Provider will take to provision the Client for service include but are not limited to:

1. Addition of Client details to the Service Provider's Professional Services Automation/ticketing tools and remote monitoring and management tools.

2. Deployment of the Service Provider's remote monitoring and management technology to the Client's IT Assets. (Workstations and Servers)
3. Assessment of Client's business, needs, pain points, and technology.
4. Documentation of Client's business, needs, and technology.
5. Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.
7. A scheduled business and service review is scheduled around forty five (45) days following the execution of this Agreement.
8. Documentation on the support request, onboarding, and escalation process are provided to the Client.
9. The Service Provider's team is brought up to speed on the Client's environment and business.
10. The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
11. The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
12. The Service Provider begins to execute any and all approved proposals to bring the Client to meet the current serviceability standards.
13. The Service Provider continues to work with the Client to alleviate any known or discovered pain points with the Client's IT Assets or IT Environment.
14. Recurring reporting requirements are established and configured within the Service Provider's tools.
15. A forty five (45) day business and service review is completed. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

### 3.4 Approving Uncovered/Out of Scope Services

The provisions and terms defined in 2.8 General Coverage Exclusions describe when the following process is necessary.

- The Service Provider submits a quote or request to the Client's 'approver' contact(s) that is defined in Appendix 2 via email.
  - a. The Client's 'approver' contact(s) approves the quote or emailed request.
    - i. The Service Provider provides the services or products defined within the quote.
    - ii. The Client is invoiced for these services following the original billing schedule. (1<sup>st</sup> of the month)
  - b. The Client's 'approver' contact(s) decline the quote or emailed request.
    - i. The Service Provider provides an alternative approach or quote and if no alternative can be provided the Service Provider will inform the Client accordingly.
      1. The Client approves the alternative approach,
      2. The Service Provider provides the services or products defined within the alternative approach or quote.
    - ii. In the event that no alternative can be offered the issue will be logged and discussed during the next virtual CIO or business review meeting.

## 4.0 Client Responsibilities

### 4.1 General Responsibilities

- The Client will conduct business with the Service Provider in a professional and courteous manner.
- The Client will provide the Service Provider with payment for all service and support costs at the agreed interval.
- The Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's IT environment(s).
- The Client will provide adequate workspace and facilities for use by the Service Provider's representatives as reasonably required by the Service Provider.
- The Client shall inform the Service Provider of all health and safety rules and regulations that apply at its locations and co-operate with the Service provider to define these within Appendix 2.
- The Client agrees to pay any and all agreed upon charges, fees, and/or costs upon the schedule, terms and conditions defined within this Agreement.
- Client agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Client agrees to grant access to data for the Service Provider to perform service responsibilities

### 4.2 Service Onboarding and Review Responsibilities

- The Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that the Service Provider needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes:
  - Any and all documentation associated with the covered IT environment(s) and asset(s);
  - Any and all software installation media for covered software and applications
- The Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the Service Provider to establish, define (within Appendix 2 of this Agreement) and agree on any and all necessary maintenance windows for the Client's IT environment.
  - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Client approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within Appendix 2.
- The Client agrees that key representatives, within their business, must be established and defined within Appendix 2 of this Agreement so that the Service Provider can receive any necessary supplementary support from the Client. The supplementary support includes but is not limited to:
  - Approval for charges and/or out of scope products and services quoted.
  - Approval for emergency maintenance.

- Reasonable “hands-on” co-operation with the Service Provider’s service/support representative when diagnosing and addressing service requests and other issues.
  - The identified on-site technical contact will work with the Service Provider on critical issues for as long as necessary. Even though the Service Provider strives to be as minimally invasive, on-site and hands on involvement of the identified on-site technical contact will occasionally be necessary.
- Receiving updates on extended outages or unresolved issues.
- Scheduling for project and support services.
- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client’s Business.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to review:
  - The services provided by the Service Provider over the previous quarter.
  - The direction of the Client’s business to ensure IT remains in alignment.
  - If additional services and/or products are necessary to meet the Client’s business and IT needs.
  - The state, status, and health of the Client’s IT Environment(s) and IT Asset(s).
  - The continued integrity, completeness, and validity of this Service Level Agreement.

### 4.3 Service & Support Responsibilities

- The Client will use the appropriate means of contact to request service and report issues as defined in Section 3.0 Service Process.
  - The Client’s end users will not contact the Service Provider’s service/support representatives directly and will follow the process defined in Section 3.0 Service Process.
- The Client will provide all pertinent information required to open a service/support request.
- When opening a service/support request the Client will work with the Service Provider to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the Client will provide reasonable availability of its representative(s) to co-operate with the Service Provider’s service/support representative(s) assigned to the request.
  - The Service Provider’s service/support representatives strive to address requests without involving the Client’s end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user’s assistance.
- The Client shall allow the Service Provider access and usage rights to all relevant IT Environments and IT Assets as reasonably required by the Service Provider to provide its services and support.
- In the event that the Service Provider requires the decision, approval, consent, authorization, or any other communication from the Client in order to provide any of the services (or any part thereof) described herein, the Client will be reasonably diligent to provide the same in a timely manner.

- The Service Provider is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the Client. This includes but is not limited to impacts to service performance levels and requirements.
- The Client will promptly notify the Service Provider of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- The Client agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by the Service Provider.
- The Client agrees to inform the Service Provider of any modification, installation, or service performed on the covered IT Environments, listed in Section 1.0 Coverage Summary, by individuals not employed or contracted by the Service Provider. (Both authorized and unauthorized parties)

## 5.0 Service Provider Responsibilities

### 5.1 General Responsibilities

- The Service Provider will conduct business with the Client in a professional and courteous manner.
- The Service Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.
- The Service Provider is responsible for ensuring that it complies with any and all statutes, regulations, bylaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within this Agreement.
- The Service Provider will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with any and all end user license agreements which relate to those software applications.

### 5.2 Service and Support Responsibilities

- The Service Provider will log all information from the Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
  - The Service Provider will leverage and maintain its own ticketing system, or professional services automation (PSA) tool, for updating, tracking, measuring, and closing Client support/service requests, maintenance responsibilities, projects, and monitor alerts.
- The Service Provider will provide the Client with the services defined in Appendix 3, on the IT Assets and locations outlined in Section 1.0 Coverage Summary, during the covered hours and days defined in Section 1.0 Coverage Summary.
  - These services will be provided remotely and at the Service Provider's sole discretion can be provided on-site when necessary. Travel fees and out of scope rates can apply as defined in Section 1.0 Coverage Summary.



- It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 1.0 Coverage Summary and Appendix 3.
  - It is the responsibility of the Service Provider to ensure its resources can provide its services with reasonable skill and care.
  - The Service Provider is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of the Service Provider's control impede the delivery of service, including, but not limited to, acts of God.
- The Service Provider can provide the Client with out of scope services at the Service Provider's sole discretion and capability. Out of scope fees and charges defined in Section 1.0 Coverage Summary apply to any out of scope services provided.
- It is the responsibility of the Service Provider to notify the Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of the Service Provider to keep the Client's end users up to date on any unresolved service and support requests from them.
  - Automated emails, calls, chats and other communications will be leveraged to keep the end users reasonably up to date. The frequency of these communications are defined in Appendix 3.
- The Service Provider will attempt to resolve service and support requests from the Client remotely, without interrupting the end user, unless otherwise requested by the Client when submitting a request.
- The Service Provider will attempt to resolve service and support requests from the Client over the phone on the first call, when unable to resolve the request without interrupting the Client's end user.
- The Service Provider will escalate support requests to the next level of internal support within the Service Provider's organization upon approach of established resolution targets defined in Section 1.0 Coverage Summary and Appendix 3.
  - The Service Provider will attempt to maintain the initial technician as the primary contact for the Client throughout the escalated support process. The higher level teams will partner with the initial contact to troubleshoot, diagnose, and resolve the request. The goal of this process is to provide the Client's end users a single point of contact for each request.
- The Service Provider will obtain the Client's approval before closing any support or service request tickets.

## 6.0 Monthly Charges, Fees, and Payment

### 6.1 Monthly Service Charges

Client is purchasing the Service Provider's Information Technology Services under this Agreement for the charges and fees outlined in Section 1.0 Coverage Summary. Said charges shall be invoiced by the Service Provider and paid in monthly installments by the Client with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

Services provided hereunder shall be assessed against this Client as provided herein.

Services shall be charged against the Client in accordance with the terms and conditions outlined within Section 1.0 Coverage Summary, within Section 6.0 Monthly Charges, Fees, and Payment, and within the Services Agreement between both parties.

### 6.2 Invoice and Payment

The Service Provider will invoice the Client for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1<sup>st</sup>) of the month, with payment executed five (5) days following the due date and processed via invoice with credit/debit card. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

The Client will pay any and all legitimate and/or agreed upon service fees and charges due upon receipt of the relevant invoice from the Service Provider.

The Client will, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, Client will promptly pay to Service Provider an amount equal to any such taxes actually paid or required to be collected or paid by Service Provider.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

The Service Provider reserves the right to refuse, suspend, or even terminate service under this Agreement in the event the client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between the Service Provider and Client.

## 6.3 Onboarding Fees

Client is purchasing the Service Provider's Information Technology Onboarding Services under this Agreement for the onboarding fees outlined in Section 1.0 Coverage Summary and equal to client agreement or free for 30 day free trial up to 2 devices. Said fees are to be paid in full upon execution of this agreement unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

## 6.4 Out of Scope Service Fees

It is understood and agreed upon that any and all Services requested by the Client that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Any supplemental services provided by the Service Provider which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the included services purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Section 1.0 Coverage Summary and Section 6.0 Monthly Charges, Fees, and Payment. Any additional billing charges will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Service Provider.

## 7.0 Acceptance

This Service Agreement covers only the locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days defined within this Agreement. The addition of locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days not outlined in Section 1.0 Coverage Summary at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

<b>Virtual Essential Management, LLC</b> <b>(Service Provider)</b>	<b>Enter Client Name</b> <b>(Client)</b>
<b>Signature:</b>	<b>Signature: (Adobe Fill-in)</b>
<b>Printed Name: S. Halima Wanamaker</b>	<b>Printed Name: "Client"</b>
<b>Title: CEO</b>	<b>Title: "Client"</b>

# Appendix 1 – Definitions

For the purposes of this Agreement, the terms below are generally defined as follows:

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider’s Professional Services Automation (PSA) tool or the Service Provider’s Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client’s end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider’s representative is referred to as Dispatch.
End-user	An end-user is referred to a Client’s colleagues, staff members, and any/all users of the Client’s IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 3. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client’s environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client’s location/site. This includes but is not limited to all IT Assets, the Client’s network, the Client’s Windows Domain, the Client’s Software Installations, the Client’s Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client’s IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client’s IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider’s services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider’s representative is providing services at the Client’s site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client’s IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client’s IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider’s remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client’s managed workstations/servers/mobile devices and provides tray icon access to the Service Provider’s services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to; firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

## Appendix 2 – Key Contacts

Key Client Contacts		
Contact Role	Role and Responsibilities Summary	Contact Information
Client On-site Technical Contact	To work with the Service Provider to address service/support requests and other technical issues with the IT Environment or IT Asset. The individuals identified as Client On-site Technical Contacts will act as the eyes and ears for remote representatives of the Service Provider. <b>It is assumed that any/all contacts identified as Client On-site Technical Contacts are also Client Approver(s), even when not explicitly defined as such within this Appendix.</b>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client After-hours Representative	To be available for contact after regular business hours as identified within Section 2.0 Contract Summary. <b>It is assumed that any/all contacts identified as Client After-hours representatives are also Client Approver(s), even when not explicitly defined as such within this Appendix.</b>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client Approver	<p>Client representatives with the Authority to approve Out of Scope and uncovered services or fees. This includes any and all of the costs, charges, expenses, and/or fees associated to the approval. Unless otherwise defined with the Approver's Contact Information within this Appendix. E.G. John Smith Approval Limitation = \$150.00/Incident.</p> <p>The Client agrees to pay any/all charges associated with services or requests approved by the Client Approver(s) defined herein.</p>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>

## Appendix 3 – Detailed Coverage

This 3rd Appendix of this Service Level Agreement provides summarized descriptions of each of the services covered by this Agreement. These definitions are provided for convenience only, and do not describe the specific coverages provided by this Agreement. For specific coverages review the group for each service.

Group 1: Reduce Risk and Improve Security		
Service	Summary Service Description	Coverage Detail
Antivirus Management	The service of using an Antivirus solution to improve an IT Environments security against spyware, malware, trojans and viruses. Includes deployment, configuration, regular scanning, definition updates, and some infection remediation.	<a href="#">See Group 1 (A3.1) for coverage detail</a>
Backup Management	The service of using a backup product or suite to backup critical data within an IT Environment. Includes configuration, scheduling, management of data backup processes, test restoration, and actual data/file restoration.	<a href="#">See Group 2 (A3.2) for coverage detail</a>
Disaster Recovery	This service is an extension of Backup Management as described above. It is the management of the backup and recovery processes to return a client to full operation after a catastrophic interruption using one or more backup solutions. (This service is provided at multiple levels of service/quality/cost, depending on the Client's needs and requirements.)	<a href="#">See Group 3 (A3.3) for coverage detail</a>
Identity Management	Creation, deletion and ongoing management of user accounts, permissions and access levels across a Client's IT environment. This service is commonly packaged with Helpdesk services.	<a href="#">See Group 4 (A3.4) for coverage detail</a>
Patch Management	A strategy for managing Microsoft Windows patches and updates, and service packs. Includes assessment, testing, deployment, and review of patches/updates. (This service is provided at multiple levels of service/quality/cost, depending on the Client's needs and requirements.)	<a href="#">See Group 5 (A3.5) for coverage detail</a>

Group 2: Promote Productivity and Performance		
Service	Summary Service Description	Coverage Detail
Server Management	Maintenance and monitoring of hardware and software on Windows Servers to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	<a href="#">See Group 7 (A3.7) for coverage detail</a>
Workstation Mgmt	Maintenance and monitoring of hardware and software on Windows Workstations and Laptops to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	<a href="#">See Group 8 (A3.8) for coverage detail</a>
Network Management	The service of managing the configuration, operation, and health of an IT Environment's network. This includes configuration of various network devices, internet connectivity, dns settings, vpn setup and configuration, and troubleshooting.	<a href="#">See Group 9 (A3.9) for coverage detail</a>
Software Management	Tracking, deploying, configuring, monitoring, and management of covered software in the client's environment. This service is commonly packaged with workstation and server management. It is also has some overlap with IT Asset Management.	<a href="#">See Group 10 (A3.10) for coverage detail</a>
Helpdesk	A single point of contact for a client to receive service and support. This includes triage, escalation, problem management, and level one/two/three levels of technical support. (Recommended packaging with the following other user-centric services; identity management and email management.)	<a href="#">See Group 11 (A3.11) for coverage detail</a>
Cloud Services	Provisioning and management of 'Cloud' internet technologies for clients. If any specific cloud services are being managed they will be described in Group 12 of this Appendix.	<a href="#">See Group 12 (A3.12) for coverage detail</a>
Email Management	Monitor and maintain email availability, spam filtering, and malware filtering. This service is commonly packaged with Helpdesk services.	<a href="#">See Group 13 (A3.13) for coverage detail</a>
Printer Management	Management of the access and deployment and configuration of network printers to ensure correct and reliable usage of network printers on the Microsoft domain.	<a href="#">See Group 14 (A3.14) for coverage detail</a>

<b>Group 3: Guide IT Strategy &amp; Business Alignment</b>		
<b>Service</b>	<b>Summary Service Description</b>	<b>Coverage Detail</b>
IT Procurement	Assistance in purchasing, procurement, and acquisition of IT Assets, including hardware, software, licensing, and cloud services.	<a href="#">See Group 15 (A3.15) for coverage detail</a>
IT Policy Management <sup>3</sup>	Assist in developing, managing and maintaining standards that govern the use of the Client IT Environment and IT Assets. This includes network, internet, and access to data.	<a href="#">See Group 6 (A3.6) for coverage detail</a>
Vendor Management	Assistance with developing and maintaining vendor relationships. Includes the management of support requests with Managed Vendors detailed in Group 16.	<a href="#">See Group 16 (A3.16) for coverage detail</a>
IT Asset Management	The discovery, inventorying, tracking, and management of IT assets during and throughout their life cycle.	<a href="#">See Group 17 (A3.17) for coverage detail</a>
Training	Technology training services which focus on active use of business applications in today's modern office.	
Compliance	Advisory services to assist clients with technology needs and configuration with regulatory agencies which dictate data control in their industry	
IT Consulting/Virtual CIO	Advisory services to help clients assess technology strategies to ensure they align with business strategies.	<a href="#">See Group 18 (A3.18) for coverage detail</a>



### Group 1 – Antivirus Management Coverage (A3.1)

Service Provider Activities	Frequency	Detailed Description
Remediate Monitor Alerts	As Needed	System alerts generated by RMM
Remediate Malware/Virus Infection	As Needed	Address AV issues identified by RMM
Adjust Antivirus Configuration	As Needed	Modify AV exceptions and settings
Monitors & Service Monitoring*	Frequency	Detailed Description
AV - Disabled	Continuous	RMM Review of AV status
AV - Out of Date	Continuous	RMM Review of AV status
AV - Software Missing	Continuous	RMM Review of AV status
REG - Windows Appinit DLL Defined	Continuous	RMM Review of AV status
Value Reporting*	Frequency	Detailed Description
Antivirus_Policy	Quarterly	Report of AV settings
Antivirus_Threats	Monthly	Report of AV threats and interference
Service Onboarding Activities	Frequency	Detailed Description
Setup and Configure Antivirus Server	Once per Client	
Deploy Antivirus to Workstations	Once per workstation	
Deploy Antivirus to Servers	Once per server	*If Applicable
Serviceable Technologies	Supported Versions and Releases	
Bitdefender antivirus	Latest	
Serviceable Conditions		
Antivirus is licensed, warranted and supported by vendor.		
Coverage Exclusions & Exceptions		
Antivirus software/license purchases		
Malware remediation due to injection or negligent Client end-user activity.		
Antivirus Definition up to date within 1 day of available definitions.		
Service Levels & Performance Goals		
Antivirus Software Installed and Running on at least 95%		
Service Level & Performance Exceptions		
Malware is unpredictable and in turn, so is remediation. Therefore remediation attempts do not fall under general resolution service levels.		
Mass infections of a Client environment due to the unpredictable nature of malware, service levels cannot be guaranteed.		

\*Dependent on the Technology being utilized and may not be available

## Group 2 - Backup Management (A3.2)

Service Provider Activities	Frequency	Detailed Description
Backup Check	Daily	Automatic system monitor of backup success
Test File Restore	Weekly	Automatic system test restore
Test Server Stand-up (If backup technology supports)	Bi-Weekly	Automatic system test restore
Remediate Failing Backups	As Needed	Review and failed backup jobs and remediate
Restore Files / Data	As Needed	Restore files as requested by client
Monitors & Service Monitoring*	Frequency	Detailed Description
BU – Job Running > 8 Hours	Continuous	The backups configuration may need adjusted
BU - Backup Failed	Continuous	The backup failed and needs reviewed
BU – Verify Backup Job Failed	Continuous	The backup couldn't be verified as successful and needs tested
BU – Backup Failed to Configure Job	Continuous	The backup process did not begin properly
Value Reporting*	Frequency	Detailed Description
Acronis Weekly Report	Weekly	Shadow Protect report on previous week's backups
Health Report	Monthly	Provides a count of failed / successful backup jobs
Service Onboarding Activities	Frequency	Detailed Description
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current backups and current needs
Configure, Deploy, and Test Backup Technology	Technology Dependent	
Serviceable Technologies	Supported	
NewCloud Backup	Latest two major releases	
Serviceable Conditions		
Adequate, current, and actively licensed backup software		
Storage space sufficient for the successful completion of backup jobs		
Storage space sufficient for adequate retention period		
Adequate and reasonably fast access to any/all remote, tape, or other physical backup data <b>(Service levels are contingent upon this)</b>		
Coverage Exclusions & Exceptions		
Data and storage charges and fees		
The cost of any necessary software licenses		
The cost of temporary, permanent, and archival storage		
Data is not and cannot be guaranteed (However, this service is a method to help protect data)		
Service Levels & Performance Goals		
Backup jobs successful 95% of the time		
File Restore within general service levels listed in Coverage Summary <b>(Technology and environment dependent)</b>		
Virtual Server Standups within X time* <b>(Technology and environment dependent)</b>		
Service Level & Performance Exceptions		
Challenges with the technology that require the involvement of the backup technologies' vendor/manufacturer		
Recovery of any/all files or data not included within original scoping requirements		

\*Dependent on the Technology being utilized and may not be available

**Group 3 – Disaster Recovery Management (A3.3)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Off-site data transfer check	Daily	Report of backup success
Off-site data transfer issue remediation	As Needed	Intervention when alerted to backup system issue
Excessive data transfer review	As Needed	Intervention when alerted to backup system issue
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
DR Offsite Transfer Excessive* <Critical>	Continuous	There is much more data queued to transfer than usual
DR Offsite Transfer Nearing Cap*	Continuous	Warning that transfer cap is nearing cap and charges possible
DR Offsite Transfer Failure*	Continuous	Warning that the offsite transfer is not functioning
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
DR Offsite Transfer Status*		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current DR plan and needs
Configure, Deploy, and Test DR Technology	Technology Dependent	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
NewCloud Backup	Latest two major releases	
NewCloud Backup		
<b>Serviceable Conditions</b>		
Adequate storage, internet bandwidth, and software licenses		
<b>Coverage Exclusions &amp; Exceptions</b>		
Data transfer and storage charges and fees		
<b>Service Levels &amp; Performance Goals</b>		
Offsite data transfer within X hours of current data. (Technology and environment dependent)		
<b>Service Level &amp; Performance Exceptions</b>		

\*Dependent on the Technology being utilized and may not be available

#### Group 4 – Identity Management Coverage (A3.4)

Service Provider Activities	Frequency	Detailed Description
User Permission Management	Continuous	Monitor A user permissions
Domain User Password Resets and Account Unlocks	As Needed	Approved user requested access
Domain User Setup	As Needed	Approved user requested access
Domain Group and Folder Permission Management	As Needed	Approved user requested access
Monitors & Service Monitoring*	Frequency	Detailed Description
Offline Servers Monitor	Continuous	Monitoring for offline Domain Controllers (Hybrid Environments Only)
EV – Blacklisted Events (4720, 4238)	Continuous	Locked User Accounts (Hybrid Environments Only)
Value Reporting*	Frequency	Detailed Description
30 Day AD Changes	Monthly	Report as requested by client of AD changes
Login Status Report	Quarterly	Report as requested by client of system logins
Service Onboarding Activities	Frequency	Detailed Description
Active Directory Review and Cleanup	Once Per Client	
Setup of Administrative and Support User Accounts	Once Per Client	
Serviceable Technologies	Supported Versions and Releases	
Microsoft 365 license with Azure AD	N/A	
Serviceable Conditions		
Active Directory has been cleaned up and standardized to the Service Provider's specifications.		
User must be physically or wirelessly connected to the Domain network and maintain an adequate internet connection		
Coverage Exclusions & Exceptions		
Microsoft Server and Active Directory Licensing		
The costs to manage, implement, and/or procure a single sign on solution		
Service Levels & Performance Goals		
Active Directory Uptime to equal or exceed 98% by means of server uptime and routine backups (Hybrid Environment Only)		
Service Level & Performance Exceptions		
Non-standard and/or complex multi-tenant or Hybrid environments		

\*Dependent on the Technology being utilized and may not be available

### Group 5 – Patch Management Coverage (A3.5)

Service Provider Activities	Frequency	Detailed Description
Assess available Microsoft product updates	Once Per Patch	Verify valid patches available
Test Service Provider approved updates	As Needed	User requested vertical application patching
Deploy Service Provider tested and approved updates	Once Per Patch	Automatic monitoring of patches
Validate deployed updates installed successfully	Once Per Patch	Automatic monitoring of patches
Remediate unsuccessful updates	As Needed	Intervention resulting from failed patching alerts
Monitors & Service Monitoring*	Frequency	Detailed Description
UPDATES - Failed	Continuous	RMM Monitor of patch status
UPDATES - Installed	Continuous	RMM Monitor of patch status
UPDATES - Missing Service Pack	Continuous	RMM Monitor of patch status
UPDATES - Out of Date	Continuous	RMM Monitor of patch status
Value Reporting*	Frequency	Detailed Description
Patch Detail	On & Off-Boarding	
Patch Health (The Health Report may replace this.)	Monthly	
Service Onboarding Activities	Frequency	Detailed Description
Define & Setup Maintenance Windows with Client		
Define & Setup Patching Policy with Client		
Serviceable Technologies	Supported Versions and Releases	
Windows	Windows 10 and greater	
Microsoft Windows Server	2012 R2, Essentials, and greater	
Serviceable Conditions		
Windows Installation properly activated with a valid license		
Windows Domain configured to Service Provider's recommendations for Hybrid environments		
Coverage Exclusions & Exceptions		
The cost of any and all OS/equipment/software licenses necessary, to adequately license covered equipment		
Service Levels & Performance Goals		
The Service Provider's proprietary 'Patch Health Compliance rating' when calculated, rates the Client's servers at 95% or greater on average, and 92% for the workstations on average or greater over the month. (If Applicable)		
Service Level & Performance Exceptions		
High volume or emergency updates that are released with little/no notification from the manufacturer can impact service levels, and are excluded.		

\*Dependent on the Technology being utilized and may not be available

### Group 6 – IT Policy Management (A3.6)

Service Provider Activities	Frequency	Detailed Description
Monitor and enforce agreed upon IT Policies	As Needed	
Assess and review current IT policies	Quarterly	
Monitors & Service Monitoring*	Frequency	Detailed Description
n/a at this time		
Value Reporting*	Frequency	Detailed Description
n/a at this time		
Service Onboarding Activities	Frequency	Detailed Description
Work with Client to learn about business, challenges and compliance requirements	Once Per Client	
Work with Client to assess and define IT policies	Once Per Client	
Project Plans and quote submitted to Client for the configuration of the IT environment to support agreed upon and defined IT Policies	As Needed	
Configure systems to the agreed upon IT policies	Once Per Client	
Submit the IT Policies for legal review	As Needed	
Share drafted IT Policies with Client's Team	Once Per Version	
Publish the defined IT Policies in a secure and mutually accessible digital site	Once Per Version	
Assess and tune IT policies to ensure desired results	Weekly for 30 Days	
Serviceable Technologies	Supported Versions and Releases	
Microsoft 365 with Azure AD / Intune	N/A Cloud hosted	
EndPoint Detection		
RMM Patch Management		
Serviceable Conditions	IT Environment configuration must help support any defined IT Policies.	
Coverage Exclusions & Exceptions	Any and all legal fees that relate to the drafting and review of defined IT Policy	
Service Levels & Performance Goals	Compliance to each policy within defined levels while utilizing any agreed upon measurements being tracked automatically with technology.	
Service Level & Performance Exceptions	Only IT Policies that can be automatically tracked and monitored must	
	IT Policies are designed for the Client and the Service Provider's role is to help monitor them for compliance and communicate any discovered breeches to compliance. But, this is only possible when the policy can be implemented, tracked, and monitored automatically with technology.	

\*Dependent on the Technology being utilized and may not be available

## Group 7 – Server Management Coverage (A3.7) – Hybrid or On-Prem Environment Only

Service Provider Activities	Frequency	Detailed Description
Global Server Group Policy Adjustment	As Needed	Adjusts IT environment configuration. (Non-standard fees may apply)
Server Maintenance	As Needed	Disk, raid, performance, OS configuration, service, and event logs.
Server Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Free Space < 10% Total Size or 2GB <Critical>	Continuous	RMM monitor of sever storage space
BlackListed Events - Informational, Warnings, and Errors	Continuous	RMM Server event log monitor
EV - Drive Errors, Raid Failures, or Smart Errors <Critical>	Continuous	RMM drive error log monitor
EV - Excessive Alerts Detected > 25 Like Events	Continuous	RMM Event monitor
EV - Reoccurring Critical > 75 Occurrences	Continuous	RMM critical event monitor
EV - Chassis Intrusion	Continuous	RMM chassis monitor
HDW - Hardware Changes Detected	Continuous	RMM hardware detection monitor
LT - Offline Servers <Critical>	Continuous	RMM Server offline monitor
SVC - Auto Services Stopped <Critical>	Continuous	RMM Server service monitor
UPTIME - SVR 1 Mo. Since Reboot*	Continuous	RMM Uptime monitor
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's Management Agents	Once Per Server	
Complete Server Onboarding Documentation	Once Per Server	
Establish and Implement Server Config. Standards	Once Per Server	
Address Monitor Alerts	Until All Addressed	
Serviceable Technologies	Supported Versions and Releases	
Microsoft Windows Server	2012, R2, Essentials, and greater	
Serviceable Conditions		
Server's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)		
Server is adequately licensed.		
Coverage Exclusions & Exceptions		
The cost for any and all hardware and software required to ensure defined service levels and performance expectations.		
Service Levels & Performance Goals		
Server Uptime is at least 99%		
Service Level & Performance Exceptions		
Turnaround on hardware failure cannot be guaranteed.		
Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined		
Any and all 3 <sup>rd</sup> party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.		

\*Dependent on the Technology being utilized and may not be available

## Group 8 – Workstation Management Coverage (A3.8)

Service Provider Activities	Frequency	Detailed Description
Update Desktop Image(s)	As Needed	
Workstation Maintenance	As Needed	Disk, performance, OS configuration, service, and event logs.
Workstation Global Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may be apply.
Deploy or reimage workstation	As Needed	Workstation must be within warranty and be reasonably healthy.
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Fragmentation > 30 %	Continuous	RMM Monitor
DRV - Free Space Remaining < 10% Total Size or 2GB	Continuous	RMM Monitor
DRV - MFT Fragmentation	Continuous	RMM Monitor
DRV - Smart Failures	Continuous	RMM Monitor
HDW - Hardware Changes Detected	Continuous	RMM Monitor
PF - Low Memory	Continuous	RMM Monitor
PF - 90% Plus Avg CPU	Continuous	RMM Monitor
REG - Windows Startup Overloaded	Continuous	RMM Monitor
SVC - Auto Services Stopped	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
UPTIME - WKS 2 Weeks Since Reboot*	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's management agents	Once Per Server	
Complete workstation onboarding documentation	Once Per Server	
Establish, implement, and image wks. config. standards	Once Per Wks. Type	The "type" is determined by software & OS configuration reqs.
Address monitor alerts	Until All Addressed	
Serviceable Technologies	Supported Versions and Releases	
Windows	8.1,10 and greater	
Serviceable Conditions		
Workstation's configuration, physical state, and general health is reasonable. (Out of scope projects may be proposed if necessary to ensure serviceability.)		
Workstation is adequately licensed.		
Coverage Exclusions & Exceptions		
The cost for any and all hardware and software required to ensure defined service levels and performance expectations.		
Service Levels & Performance Goals		
Workstation Proprietary Performance Benchmarks Improve or Remain Stable. When this is not true and maintenance has been performed successfully, the manufacturer will be contacted or other project/parts/replacements will be recommended to ensure consistent service levels.		
Service Level & Performance Exceptions		
Turnaround on hardware failure cannot be guaranteed.		
Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined		
Any and all 3 <sup>rd</sup> party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.		

\*Dependent on the Technology being utilized and may not be available



**Group 9 – Network Management Coverage (A3.9)**

Service Provider Activities	Frequency	Detailed Description
Network device configuration adjustment	As Needed	Client requested modification to current configuration
Troubleshoot network issues	As Needed	Address network issues generated from system alerts
VPN and security adjustments	As Needed	Client requested modification to current configuration
Assessment and Device Reboot	Quarterly	Address network issues generated from system alerts
Minor Cabling Adjustments	As Needed	Client requested modification to current configuration
Monitors & Service Monitoring*	Frequency	Detailed Description
TCP- Suspicious Ports	Continuous	RMM Monitor
EV - TCPMax Connections Reached	Continuous	RMM Monitor
LT - Offline Locations* <Critical>	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
n/a		
Service Onboarding Activities	Frequency	Detailed Description
Network Configuration Assessment & Documentation	Once Per Site	
Network Configuration Standards Implementation	Once Per Site	
Cabling Clean Up and Documentation	Once Per Site	
Serviceable Technologies	Supported Versions and Releases	
Cisco		
Serviceable Conditions		
All network equipment is warranted and supported by their respective manufacturers/vendors.		
The internet connection and network environment cabling and wireless signal is adequate. Project work or other recommendations may be offered.		
Coverage Exclusions & Exceptions		
The cost to do setup and configure anything new. (New VPN setup, network jack punch, etc.)		
The cost of any hardware, software, or licenses necessary.		
Service Levels & Performance Goals		
Network Uptime 99% or greater		
Service Level & Performance Exceptions		
In the event of a denial of service attach, service levels and performance benchmarks will not apply.		

\*Dependent on the Technology being utilized and may not be available

### Group 10 – Software Management Coverage (A3.10)

Service Provider Activities	Frequency	Detailed Description
Install or deploy approved software	As Needed	Software installation and verification
Perform minor updates to approved software	As Needed	Software remediation and updates
Uninstall unapproved software	As Needed	Software removal
Logging, tracking, and assessment of licenses	Continuous	RMM Software monitor
Monitors & Service Monitoring*	Frequency	Detailed Description
SW - BlackListed Install	Continuous	RMM Monitor
SW - Expired ProductKeys	Continuous	RMM Monitor
SW - Over Licenses	Continuous	RMM Monitor
SW - Installed New	Continuous	RMM Monitor
SW - Uninstalled	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Software_List	As Needed	Client requested monthly system health report form RMM
SW_Change_Audit	As Needed	Client requested monthly system health report form RMM
ProductKey_Summary	As Needed	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Create remote and silent installation packages		
Audit, review, classify, and document in use software		
Serviceable Technologies	Supported Versions and Releases	
*Unique to Client*		
Microsoft Office	Latest 3 releases	
Serviceable Conditions		
Licensed, warranted, and supported by vendor		
Support for application is reasonably economical and application is being actively maintained by vendor. (Bug fixes/etc.)		
Coverage Exclusions & Exceptions		
The cost of any software or software licenses.		
Vendor support charges or fees.		
Any new software deployments or installations.		
Large or complex software deployments that require a time investment of the Service Provider that exceeds an estimated 4 hours or 10 minutes per workstation.		
Service Levels & Performance Goals		
Software standards defined and applied to at least 90% of workstations in production.		
All software exceptions logged and tracked by the Service Provider.		
All approved software applications can be silently and remotely deployed.		
Service Level & Performance Exceptions		
Large, complex, or new software deployments cannot follow the general standard service levels defined.		

\*Dependent on the Technology being utilized and may not be available

**Group 11 – Helpdesk Coverage (A3.11)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
IT support provided at levels 1,2, and 3	Continuous	IT issue assessment, diagnostics, and remote remediation via chat, phone, and email or silently without end-user interruption.
Minor situational end-user IT education	As Needed	
Provide as needed IT services on per-request basis	As Needed	Includes any services defined within this agreement.
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
*Packaged with monthly invoice*		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Service Provider’s helpdesk learns about Client	Once Per Engineer	The best approach depends on the Client’s IT environment, size, business model, and culture. Will work together and decide best approach.
Client’s end-users learn how to work with Service Provider	Once Per Client	This is often most successful by printing the processes and sharing them digitally.
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
Windows	8.1, 10 and greater	
Microsoft Windows Server	2012 R2 and greater	
Common Windows Software Applications	Products and applications for Adobe, Intuit, Synchro and Google	
Microsoft Office Suite	Latest two releases	
<b>Serviceable Conditions</b>		
N/A		
<b>Coverage Exclusions &amp; Exceptions</b>		
Services will only be provided on covered IT assets, users, client sites, and will not exceed the scope of the services defined within this agreement.		
The cost of any hardware, software, or licenses necessary to the successful resolution of Client requests are not included. Given this becomes necessary, the Service Provider will draft a quote and seek appropriate approvals.		
<b>Service Levels &amp; Performance Goals</b>		
General service levels apply		
<b>Service Level &amp; Performance Exceptions</b>		
Priority 1 issues must be reported via telephone by the on-site technical contact or site’s primary contact. Service levels on priority 1 issues reported any other way are exempt from defined service levels and will be best effort.		

\*Dependent on the Technology being utilized and may not be available

**Group 12 – Cloud Services Coverage (A3.12)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Assisted Configuration Adjustment	As Needed	
New User Provisioning Support w/ Vendor	As Needed	
Minor situational end-user IT education	As Needed	
Issue Reporting to Vendor	As Needed	
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Document New User Provisioning Process and Share	Once Per Service	
Provision Cloud Service or Take Over Management	Once Per Service	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
Microsoft Office 365 and Teams	n/a	
Google Business Apps	n/a	
Drop Box for Business	Business Version	
Salesforce		
Cisco Webex		
<b>Serviceable Conditions</b>		
An adequate license and subscription is required		
<b>Coverage Exclusions &amp; Exceptions</b>		
The cost to integrate multiple cloud services		
Any licensing or subscription fees associated to the cloud service		
<b>Service Levels &amp; Performance Goals</b>		
General Helpdesk service levels apply for issues and new user requests		
<b>Service Level &amp; Performance Exceptions</b>		
Cloud Services are managed, supported, and serviced by the vendor and in turn, delays caused by the vendor are exempt.		

\*Dependent on the Technology being utilized and may not be available

**Group 13 – Email Management Coverage (A3.13)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Assessment and troubleshooting of mail flow issues	As Needed	
Spam filter tuning	Quarterly	A survey will check with your end-users
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Exchange Online Service Monitoring	As Needed	
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Health Report		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Email configuration assessment		
Email configuration standards set		
Spam solutions configured		
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
Microsoft Office 365		
Microsoft Exchange (Hybrid Configurations)	Latest two releases	
<b>Serviceable Conditions</b>		
Access to the exchange server and/or office 365 management portal are current and provide adequate permission levels.		
Any licensing or subscription fees associated to the cloud service		
<b>Coverage Exclusions &amp; Exceptions</b>		
Any licensing or subscription fees associated to the cloud service		
The cost of any software or software licenses.		
Vendor support charges or fees.		
<b>Service Levels &amp; Performance Goals</b>		
Email uptime is at least 99% - (Contingent upon vendor and cloud provider's turnaround.)		
<b>Service Level &amp; Performance Exceptions</b>		
In the event an outage is caused by fault in the product or service, outside of the control of the Service Provider, promised service levels cannot be guaranteed.		

\*Dependent on the Technology being utilized and may not be available

**Group 14 – Printer Management Coverage (A3.14)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Printer Troubleshooting	As Needed	
Configuration Adjustment of Network Printers	As Needed	
Printer Mapping Script Tuning	As Needed	
Adding a Printer to a Workstation	As Needed	
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Printer Driver Missing	Continuous	
Print Spooler Service Monitor	Continuous	Detects when it crashes and attempts to automatically repair
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Printers Report	Once Per Printer	
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Network Printer Setup	Once Per Printer	
Printer Documentation	Once Per Printer	
Printer Mapping Script Configuration	Once Per Printer	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
HP		
Brother		
Xerox		
Ricoh		
<b>Serviceable Conditions</b>		
Properly setup and physically healthy printer		
Static IP Address assigned to printer		
Setup as a shared network printer or (Local installs with standard driver over TCP-IP ports)		
<b>Coverage Exclusions &amp; Exceptions</b>		
The cost of any printers, their consumables, or other print services.		
<b>Service Levels &amp; Performance Goals</b>		
Provide access to network printer at least 98%		
<b>Service Level &amp; Performance Exceptions</b>		
Downtime due to physical malfunction that leads to a replacement or dispatch of vendor recommended printer repair technician.		

\*Dependent on the Technology being utilized and may not be available

**Group 15 – IT Procurement Coverage (A3.15)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Assessment, selection, quotation, purchasing, procurement, and tracking of IT purchases for Client	As Needed	
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
*Packaged with monthly invoice*		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Share process for submitting technology requests	Once Per Client	
Share process for accepting quotes	Once Per Client	
Designate Client contacts to manage quote approvals	Once Per Client	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
N/A		
<b>Serviceable Conditions</b>		
Client is in good standing with the Service Provider on any existing invoices		
<b>Coverage Exclusions &amp; Exceptions</b>		
The costs associated to all purchases, the Service Provider is only acting as a facilitator and will invoice all approved quotes.		
<b>Service Levels &amp; Performance Goals</b>		
General Service Levels Apply		
<b>Service Level &amp; Performance Exceptions</b>		
When parts or equipment are out of stock or on backorder the instance is exempt from general service levels.		

\*Dependent on the Technology being utilized and may not be available

**Group 16 – Vendor Management Coverage (A3.16)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Act as the single point of contact for Client Requests and interact with vendors to address IT problems and problems with applications on the Client's behalf.	As Needed	
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Vendor Assessment and Documentation	Once Per Vendor	
Establish official relationship with each vendor	Once Per Vendor	Only applicable when necessary
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
N/A		
<b>Serviceable Conditions</b>		
Service and support contracts or agreements must be in place between the Vendor and the Client.		
<b>Coverage Exclusions &amp; Exceptions</b>		
Any and all service or support fees with the managed vendors.		
<b>Service Levels &amp; Performance Goals</b>		
The general service levels apply but are contingent upon the Vendor's defined service levels. (The lengthier levels will take precedence)		
<b>Service Level &amp; Performance Exceptions</b>		
When the service from the vendor and their defined service levels exceed that of the Service Providers. The vendor's service levels will take precedence.		

\*Dependent on the Technology being utilized and may not be available



**Group 17 – IT Asset Management Coverage (A3.17)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
IT Asset Inventory Updates	As Needed	
IT Asset Lifecycle Assessment	Monthly or Quarterly	
IT Asset Recycling	As Needed	Some fees may be associated to this service.
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
LT – New Computer Detected	Continuous	
LT – New Device Detected	Continuous	
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Asset Summary Report	As Needed	
Hardware Report	As Needed	
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
IT Environment Assessment and Tracking	Quarterly	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
N/A		
<b>Serviceable Conditions</b>		
Service Provider’s agent software is deployed to all covered workstations and servers.		
Physical access to every covered site is available or alternative methods of documenting remote site assets is determined.		
<b>Coverage Exclusions &amp; Exceptions</b>		
The cost of any hardware, software, or licenses.		
The disposal costs or fees of any hardware or other IT equipment.		
<b>Service Levels &amp; Performance Goals</b>		
All IT Assets tracked and logged inside the Service Provider’s Asset Management Software		
<b>Service Level &amp; Performance Exceptions</b>		
Equipment purchased or procured without the Service Provider’s awareness.		

\*Dependent on the Technology being utilized and may not be available

**Group 18 – Professional Services Consulting/Virtual CIO Coverage (A3.18)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Business Review	Quarterly	
IT directional guidance	As Needed	
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Initial Business Needs Assessment	Once Per Client	
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
N/A		
<b>Serviceable Conditions</b>		
N/A		
<b>Coverage Exclusions &amp; Exceptions</b>		
The execution and implementation of recommendations may not be covered unless otherwise indicated within this Agreement.		
The cost of any hardware, software, licenses, or services that are necessary to implement any recommendations.		
<b>Service Levels &amp; Performance Goals</b>		
N/A		
<b>Service Level &amp; Performance Exceptions</b>		
N/A		

\*Dependent on the Technology being utilized and may not be available

## Appendix 4 – IT Asset Declarations

Maintenance Windows	
Plan Name	Maintenance Window
Weekly-Monday-11pm	Every Monday from 11:00pm to 5:00am Tuesday morning
Monthly-Sunday-1am	Every first Sunday of the month from 1:00am to 8:00am
Friday-Workstations	Every Friday from 8:00pm to 3:00am Saturday morning
Friday-Server	Every Friday from 11:00pm to 5:00am Saturday morning