



# **Master Managed Services Agreement (MMSA)**

Revised March 31, 2025

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# 1. Introduction

This Managed Services Agreement (the "Agreement" or "MSA") is entered into by and between Eagle IT Systems, LLC, doing business as Eagle IT, a Florida limited liability company with its principal office located at 1385 Depew St SE, Palm Bay, FL 32909 (hereinafter referred to as the "Service Provider," "we," "us," or "our"), and the entity or individual identified in the agreed upon quote/proposal (the "Quote") or agreed upon scope of work (the "SOW") (hereinafter referred to as the "Client"). This MSA governs the provision of services as specified in the Quote or SOW, and the Client's receipt of any services from the Service Provider constitutes acceptance of the terms and conditions set forth in this MSA.

## 1.1. Precedence of Terms

In the event of any conflict between the terms of this Agreement and those set forth in a Quote or Scope of Work (SOW), the following order of precedence shall apply: (1) the terms of the Quote, (2) the terms of the SOW, and (3) the terms of this Agreement. Any specific terms or conditions in the Quote or SOW shall supersede any conflicting terms contained in this Agreement.

## 1.2. Period of Service and Automatic Renewal

This Agreement shall become effective as of the "Effective Date" established in the SOW or Quote, upon execution by the Client, and shall remain in effect for an initial term of twenty-four (24) months unless otherwise specified in the SOW or Quote, with pricing consistent with the rates established in the SOW or Quote, unless sooner terminated in accordance with the terms hereof.

At the conclusion of the initial term or any subsequent renewal term, this Agreement shall automatically renew for an additional twelve (12) month period unless either the Service Provider or the Client provides written notice of intent not to renew. Such notice must be provided at least sixty (60) days prior to the end of the then-current term. If the Client or Service Provider fails to provide written notice of non-renewal at least sixty (60) days before the end of the current term, the Client and Service Provider will be deemed to have accepted the renewal, and this Agreement will automatically renew for an additional twelve (12) month period.

Any notice of non-renewal must be delivered in writing via certified mail, return receipt requested, or by email with confirmation of receipt, to the other party's designated contact.

The Client and Service Provider may conduct quarterly reviews of the Agreement's performance to assess its success. Any modifications to the Agreement's terms, including changes predicated on assets or other material factors, must be documented in an addendum, mutually agreed upon in writing, and signed by both parties. No changes to the term or pricing shall be valid unless documented through such a formal addendum.

## 1.3. Covered Services and Out-of-Scope Services

The services covered under this Agreement are defined by the specific Scope of Work (SOW) and/or accepted Quote agreed upon in writing by the Client and the Service Provider. The details of these services will be outlined in each SOW or Quote, and may include, but are not limited to, managed IT

services, consulting, software implementation, system integration, and the reselling or facilitation of third-party products or services.

Only those services expressly outlined in the SOW or Quote are considered Covered Services under this Agreement. In the event of any conflict or ambiguity between this Agreement and a specific SOW or Quote, the terms of the SOW or Quote shall prevail.

Any services that are not explicitly included in the SOW, Quote, or this Agreement are considered Out-of-Scope and are not covered by this Agreement unless otherwise agreed upon in writing by both parties. Should the Client request services or products that are not covered, the Service Provider reserves the right to issue a new quote or amend the existing SOW to account for such additional services or products.

In the event that out-of-scope services are requested, the Service Provider may, at its discretion, provide such services on a time and materials basis while awaiting formal approval of a new quote or amended SOW, subject to the Client's prior written consent. Any out-of-scope services performed without such consent shall not obligate the Client to payment unless otherwise agreed in writing.

The Service Provider shall not be responsible for failures, issues, or delays arising from the performance, failure, or unavailability of any third-party products or services, except as specifically outlined in the applicable SOW or Quote.

## **1.4. Limitation of Liability**

In no event shall the Service Provider be held liable for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the services provided under this Agreement, including but not limited to loss of profits or revenue, loss of use of equipment or software, lost or corrupted data, costs of substitute equipment, software, or services, or other commercial or economic losses, even if the Service Provider has been advised of the possibility of such damages.

The Service Provider shall not be held responsible or liable for any issues, breaches, failures, or damages arising from the use, performance, or failure of any third-party services, software, hardware, or upstream providers that are not developed, owned, or directly controlled by the Service Provider, including but not limited to cloud service providers, internet service providers (ISPs), or third-party software vendors. The Client acknowledges that the Service Provider does not guarantee or warrant the performance or security of any such third-party services or products.

The Service Provider shall not be responsible for any loss of use of the Client's IT Environment or for any liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance performed on the IT Environment by anyone other than authorized representatives of the Service Provider. Any issues arising from such unauthorized changes are outside the scope of the Service Provider's responsibility.

Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty, or otherwise – to the other for any loss suffered in the form of lost revenue or profit, failure to achieve any expected benefit, loss of data, business interruption, loss of use of any asset, or any other indirect, special, or consequential loss, including management time, regardless of foreseeability.

Regardless of the form of action—whether in contract, tort (including negligence), breach of statutory duty, or otherwise—the Service Provider shall not be liable for any indirect, special, incidental, or

consequential damages, including but not limited to loss of profits, revenue, or data, business interruption, or loss of use of equipment, even if the Service Provider has been advised of the possibility of such damages.

The total liability of the Service Provider for any and all claims, damages, or losses arising under or related to this Agreement, regardless of the form of action, shall not exceed the total fees paid by the Client to the Service Provider for the services rendered under this Agreement during the twelve (12) months preceding the event giving rise to such liability, or \$10,000, whichever is less. If the Service Provider initiates collection action or litigation to enforce the terms of this Agreement, the 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, fraud, 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.

The Service Provider shall not be liable for any delays or failures in performance resulting from circumstances beyond its reasonable control, including, but not limited to, force majeure events as defined in Section 1.10, or the actions or omissions of third-party service providers or vendors. After the resolution of a force majeure event, the Service Provider will make commercially reasonable efforts to resume services promptly but shall not be responsible for any delays in service resumption.

#### **1.4.1. Third-Party Software and Services Disclaimer**

The Client acknowledges that the Service Provider may recommend or implement third-party software, services, or tools as part of the services provided under this Agreement. The Client agrees that the Company is not responsible for the performance, reliability, security, or availability of any third-party software or services. The Client assumes all risk associated with the use, failure, or malfunction of such third-party software or services, including any damages or losses that may result.

The Service Provider expressly disclaims any warranties, whether express or implied, related to third-party software or services, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Any issues arising from such third-party software or services shall be addressed directly with the third-party provider by the Client.

Further, the Service Provider will not be liable for any delays, disruptions, or failures in the services provided under this Agreement that are caused by third-party software or services, including but not limited to service outages, data breaches, or compatibility issues.

#### **1.4.2. Shared Responsibility for Cybersecurity on Non-Company Networks**

The Client and the Service Provider acknowledge that cybersecurity protection is a shared responsibility, particularly when Client End Users access the Client's systems, applications, or data from networks outside of the Client's direct control, including but not limited to public Wi-Fi, personal home networks, or other third-party networks ("Non-Company Networks").

**Service Provider Responsibilities:**

- The Service Provider is responsible for implementing and maintaining reasonable security measures and protocols for systems under its direct management and control, including providing recommendations for secure remote access, such as VPNs, encryption, and multi-factor authentication (MFA).
- The Service Provider will assist the Client in setting up cybersecurity tools and best practices designed to mitigate risks associated with remote access on Non-Company Networks.
- The Service Provider will monitor and respond to any detected or reported cybersecurity incidents within its control, provided such incidents occur on systems managed by the Service Provider or its designated network environments.

**Client Responsibilities:**

- The Client is responsible for ensuring its End Users follow the security recommendations provided by the Service Provider, including using VPNs, MFA, encryption, and other relevant security measures when accessing the Client's systems from Non-Company Networks.
- The Client assumes the risk of cybersecurity threats such as man-in-the-middle attacks, ransomware, or data breaches that occur due to End User actions or the use of Non-Company Networks, unless caused by a failure of the Service Provider to meet its stated obligations.
- The Client agrees to notify the Service Provider promptly if any End User security incidents or suspicious activities are detected, allowing the Service Provider to assist in incident response as appropriate.

The Service Provider shall not be held liable for any damages, data loss, unauthorized access, or other security breaches that arise from the use of Non-Company Networks, provided the Service Provider has met its obligations under this Agreement. Any such incidents caused by failure to follow security protocols or actions outside of the Service Provider's control are the Client's responsibility.

## **1.5. Modification or Termination of Agreement**

### **1.5.1. Modifications and Renegotiation of Rates**

The Service Provider reserves the right to renegotiate rates under this Agreement with a minimum of thirty (30) days' written notice to the Client. Rate adjustments may be based on specific changes, including but not limited to the addition of locations, hardware, software, number of users, increased hardware support requirements, or changes in service levels and enhancements. Any modifications to the Agreement, including changes to terms or conditions, will be made with at least thirty (30) days' written notice to the Client.

The Client may request modifications to this Agreement in writing. The Service Provider will review such requests and, where reasonable, implement agreed-upon changes within thirty (30) days of receipt of the Client's request. Any changes must be mutually agreed upon in writing before taking effect.

### 1.5.2. Suspension of Service for Non-Payment

If the Client fails to pay any invoice within thirty (30) days of the invoice date, the Service Provider reserves the right to suspend or refuse service, including any services provided under this Agreement or any other agreement between the parties.

Before any service suspension, the Service Provider will provide the Client with at least ten (10) days' written notice of the pending suspension. Essential services, including email, backups, or other mission-critical services, will not be suspended immediately but may be limited until payment is received. The Client acknowledges that continued non-payment beyond thirty (30) days may result in full suspension of all services.

### 1.5.3. Termination for Cause

Either party may terminate this Agreement for cause by providing the other party with ninety (90) days' written notice if any of the following events occur:

- a) The other party materially fails to fulfill its obligations under this Agreement and does not cure such failure within thirty (30) days of receiving written notice specifying the failure.
- b) The other party materially breaches any term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice.
- c) The other party terminates or suspends its business operations, unless succeeded by a permitted assignee under this Agreement.

In the event of termination for cause due to non-payment by the Client, the Client shall be responsible for the payment of all remaining monthly service fees due under this Agreement for the remainder of the Agreement term. These fees must be paid within thirty (30) days of the effective termination date.

### 1.5.4. Transition Assistance Upon Termination

Upon termination by either party, the Service Provider will assist the Client in transitioning services to another provider. The Service Provider acknowledges that all Client data stored on Service Provider-owned hardware is the sole property of the Client. Upon termination, all Client data will be returned to the Client in a usable format within a reasonable time, not exceeding thirty (30) days from termination.

The Client agrees to pay the Service Provider for the actual costs of providing this assistance, which includes technician time at standard rates and any necessary transfer fees. Transition assistance will be provided up to sixty (60) days post-termination, as requested in writing by the Client, provided all outstanding amounts are paid and additional support fees are pre-paid.

The Client is responsible for designating a new provider for services such as email, backups, and other critical functions, and must establish an account with such provider within thirty (30) days of termination. The Service Provider is not responsible for the continuation of these services beyond thirty (30) days following termination or default.



### **1.5.5. Removal of Service Provider Tools and Software**

Upon termination or default, the Client agrees to provide the Service Provider with access to its systems to remove all monitoring, management tools, and any other software provided under this Agreement. If access is not provided within thirty (30) days of termination, the Client will be responsible for 50% of the monthly Managed Services fee until such access is granted and the tools are removed. This fee is not a penalty but compensation for the continued deployment of Service Provider tools on the Client's systems.

### **1.5.6. Spam Filtering and Email Responsibility**

Upon termination, the Client is responsible for redirecting its MX records and ensuring continuity of its email services. The Service Provider will terminate spam filtering services upon termination or default, and email services may be interrupted if the Client has not taken necessary steps to redirect email. The Service Provider will not be liable for any disruptions caused by the Client's failure to redirect MX records or ensure continuity of services.

### **1.5.7. Final Payments and Continuing Obligations**

In the event of termination by either party, the Client remains responsible for the full payment of all services rendered and products ordered through the termination date. All outstanding amounts must be paid within thirty (30) days of termination.

If the Client requests post-termination support, the Service Provider will provide up to sixty (60) days of additional support to facilitate the transition, provided that all outstanding amounts are paid in full and pre-payment is made for the additional support.

## **1.6. 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 Florida. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the Service Provider, and the parties agree and consent to such jurisdiction and venue. 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 two years 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.

This Agreement does not create any rights in any third parties.

Client and Service Provider agrees to carry the minimum insurance required as established in the Client Responsibilities section and Service Provider Responsibilities section.

This Agreement is fully assignable by Service Provider. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.

Service Provider may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.

Implied Warranties are expressly disclaimed by the Service Provider. A Service Provider contractor is a technician or contractor who operates on behalf of Service Provider, is paid by Service Provider and has access to Service Provider's service ticket management system for making time entries and charges for their work. Service Provider is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from Service Provider, it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that Service Provider is not responsible for functioning of the equipment and has not made any express or implied warranties. Service Provider shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.

Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof except for allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with Service Provider. Programs must be installed by a Service Provider technician or software technical support with a Service Provider technician assisting. Service Provider shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than Service Provider unless Service Provider has agreed.

Corrections of unauthorized modifications shall be charged at the Service Provider's emergency rate and may be grounds for immediate termination by Service Provider of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator or higher access. Only the Service Provider will make administrative or technical changes to the servers.

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.

## **1.7. 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. In order 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 (YOUR BUSINESS HERE), (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.

During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of Service Provider or Client or is rightfully received by either party from a third party.

The Client and Service Provider mutually agree that neither party will, directly or indirectly, solicit, recruit, hire, or engage any employee or contractor of the other party who has been involved in the provision or receipt of services under this Agreement, for employment or engagement with their own organization or any third party, during the term of this Agreement and for a period of twenty-four (24) months immediately following the termination of this Agreement.

This restriction applies irrespective of whether the employee or contractor initiates contact, and it is intended to prevent both direct and indirect poaching efforts. Any exception to this provision must be agreed to in writing by both parties.

## **1.8. Non-Solicitation of Employees and Contractors**

The Client and Service Provider mutually agree that neither party will, directly or indirectly, solicit, hire, or engage any employee or contractor of the other party who was involved in providing or receiving services under this Agreement, either for their own benefit or for the benefit of a third party, during the term of this Agreement and for a period of twenty-four (24) months immediately following the termination of this Agreement.

In the event that either party violates the non-solicitation provisions outlined in this Agreement, the breaching party agrees to pay the non-breaching party liquidated damages in an amount equal to fifty percent (50%) of the solicited employee's or contractor's annual salary or contract fees. This remedy shall be in addition to, and not in lieu of, any other remedies that the non-breaching party may have in equity or law.

This restriction applies regardless of whether the solicitation, hiring, or engagement is for competitive purposes. Any exception to this provision must be agreed to in writing by both parties.

## **1.9. Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions. Any disputes arising under this Agreement shall be subject to binding arbitration in the state of Florida, and the parties hereby agree that the venue for any arbitration proceedings shall be located in Brevard County, Florida.

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration unless they are of an amount which can be handled within the small claims court of the jurisdiction of the Service Provider. The parties agree they waive the right to bring a lawsuit based on such claims or disputes other than in small claims court. Before commencing any arbitration proceedings the aggrieved party must first present the claim or dispute in writing to the other party. The parties shall have 30 days to resolve the claim or dispute. If not resolved then the aggrieved party may commence arbitration proceedings. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) or other mutually agreed upon dispute resolution service and the parties shall be bound by any and all rules of the American Arbitration Associations United States Commercial Resolution Dispute Resolution Procedures for Consumer-Related Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. Arbitration shall be conducted by an arbitrator experienced in Information Technology services and experience required for arbitrator and shall include a written record of the arbitration hearing. An award of arbitration may be converted to judgment in a Court of competent jurisdiction. The location of arbitration shall be in the home city, county of Service Provider. The fees and expenses of the arbitrator and proceedings shall be paid by the losing party.

## 1.10. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (excluding those which are within the reasonable control of the affected party), acts of any governmental authority, failure or delay of third-party service providers or governmental bodies from whom approvals, authorizations, licenses, franchises, or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation, or illness of Service Provider's technical staff (collectively referred to as "Force Majeure").

In the event of a force majeure event, as defined above, Service Provider shall be excused from performance under this Agreement for the duration of the event and for a reasonable period following the event to allow for recovery. After the force majeure event has ended, the Service Provider will resume services as soon as commercially reasonable. However, the Service Provider shall not be liable for any delays in resuming services, provided reasonable efforts have been made.

If the Force Majeure event causes a substantial change in the Client's operational needs, the Service Provider will review and assess the necessary changes to IT services provided under this Agreement, and any associated adjustments to the managed service fees. In recognition of the Service Provider's ongoing expenses in maintaining critical services, such as backups, remote monitoring, vendor support software/licenses, and technician availability, the following fee adjustments may apply based on mutual agreement:

- a) **Per User Fee Adjustment:** If there is a reduction in the number of active users, the monthly fee will decrease by \$80 per user. As staff return to work, the per-user fee will be reinstated and prorated as of the return date if mid-month.
- b) **Flat Fee Billing Adjustment:** If the managed service fees are billed on a flat monthly basis, billing will resume upon the Client's resumption of services. The parties will mutually agree on the timing of such resumption, which may include a gradual return to full operations or an immediate reinstatement of all services.
- c) **Deferred Billing:** The Service Provider may defer up to 25% of monthly fees for up to six (6) months. After this deferral period, the deferred amount will be repaid in equal installments over the following six (6) months, or as otherwise agreed in writing. For example, if \$1,000 per month is deferred, then 25% (\$250) will be added to each monthly invoice after the deferral period until the total deferred amount is fully repaid.

The parties agree to review any changes to services and fees in good faith and to communicate regularly during the Force Majeure period. Any changes to fees or services must be agreed to in writing by both parties.

## 2. Coverage Summary

The services covered under this Agreement are defined by the specific Scope of Work (SOW) and/or accepted Quote agreed upon in writing by the Client and the Service Provider. The details of these services will be outlined in each SOW or Quote, and may include, but are not limited to, managed IT services, consulting, software implementation, system integration, and the reselling or facilitation of third-party products or services.

Only those services expressly outlined in the SOW or Quote are considered Covered Services under this Agreement. In the event of any conflict or ambiguity between this Agreement and a specific SOW or Quote, the terms of the SOW or Quote shall prevail.

Any services that are not explicitly included in the SOW, Quote, or this Agreement are considered Out-of-Scope and are not covered by this Agreement unless otherwise agreed upon in writing by both parties. Should the Client request services or products that are not covered, the Service Provider reserves the right to issue a new quote or amend the existing SOW to account for such additional services or products.

In the event that out-of-scope services are requested, the Service Provider may, at its discretion, provide such services on a time and materials basis while awaiting formal approval of a new quote or amended SOW, subject to the Client's prior written consent. Any out-of-scope services performed without such consent shall not obligate the Client to payment unless otherwise agreed in writing.

The Service Provider shall not be responsible for failures, issues, or delays arising from the performance, failure, or unavailability of any third-party products or services, except as specifically outlined in the applicable SOW or Quote.

### 2.1. Hours of Coverage

Hours of Coverage	Included Service On Covered IT Assets		Out of Scope	
	Remote	Onsite	Remote	Onsite
Times are Eastern Standard Time				
<b>Business Hours</b> Monday – Friday, 8:00am – 5:00pm	Included	Included	Based on Availability	Based on Availability
<b>After Hours</b> Monday – Friday, 5:00pm – 11:00pm	Out of Scope	Out of Scope	Based on Availability	Based on Availability
<b>Nights and Weekends</b> Monday – Friday, 11:00pm – 8:00am Friday 11:00pm – Monday 8:00am	Out of Scope	Out of Scope	Based on Availability	Based on Availability
<b>Holidays</b> As listed in Observed Holidays	Out of Scope	Out of Scope	Based on Availability	Based on Availability

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

\* Client will be notified with sixty (60) days written notice if additional holidays will be included.

## 2.2. Service Level Expectations

Helpdesk Service Level Expectations				
	Severity 1 Critical/Urgent	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>Guaranteed Response Time</b> (Business Hours)	1 hour or less	2 hours or less	8 hours – 1 business day	24 hours – 3 business days
<b>Target Response Time</b> (Business Hours)	20 minutes	1 hour	4 hours	8 hours

\* Target Response Times are the typical time for a response to a request and for a technician to begin working to resolve the issue. However, based on availability, responses and assignment may take up to the Guaranteed Response Time.

\*\* Temporary workaround for critical situations only acceptable is agreed to in writing by Client.

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

\*\*\*\* Client agrees that weather, traffic conditions or Force Majeure outside the control of Service Provider may extend or prevent remote or onsite response.



## 2.3. Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
<b>Tier 1 Support</b> (Service Desk)	All support incidents begin in Tier 1 in the Service Provider's 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.
<b>Tier 2 Support</b> (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.
<b>Tier 3 Support</b> (VCIO)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the Eagle IT VCIO, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues.

## 2.4. Service Escalation Process

Tier 1 Support (all service requests begin at this level)
<p>1) Support Request is Received through approved channels (Ticket Portal, E-mail or Phone Request)</p> <ul style="list-style-type: none"> <li>a. Ticket Portal: <a href="https://support.eagleit.us">https://support.eagleit.us</a></li> <li>b. Support Email: <a href="mailto:support@eagleit.us">support@eagleit.us</a></li> <li>c. Phone Request via listed numbers only: <ul style="list-style-type: none"> <li>i. Main Business Number (321) 558-7761</li> <li>ii. Dedicated Support Number: (321) 549-7511</li> </ul> </li> </ul> <p>* Requesting initial support via a Service Provider employees direct phone number or direct email may delay response and will not constitute initiation of service levels until the request has been entered into the Service Provider's ticket system.</p>
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 reviewed to identify if work can be done remotely or if an onsite visit is required
8) Contact is made either via email, phone, text, or chat 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
<b>If Issue Cannot Be Resolved Through Tier 3 Support:</b>
22) Issue is escalated to VCIO Support
23) Issue is qualified to determine if it can be resolved through VCIO Support
24) VCIO Resolution – issue is worked to successful resolution
25) Quality Control – Issue is verified to be resolved.
26) Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
27) 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

## **3. General Coverage Provisions**

### **3.1. 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 Coverage Summary section. 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.

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 Coverage Summary and/or Appendix 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.

### **3.2. Conditions for Service**

The Client's 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.

#### **3.2.1. 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:

- a) All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
- b) PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 5 years old or turning 5 years old in the first 11 months of the agreement. Servers must be replaced by clients upon reaching the age of 5 years. Replacement installation costs are considered Out of Scope. Servers must be covered by an active hardware warranty. Service Provider will coordinate warranty diagnostics, repairs and return to service.
- c) PC's (laptops/desktops/Macs) in excess of 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Work to restore or replace equipment older than 5 years will be considered Out of Scope.
- d) Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
- e) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- f) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- g) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
- h) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- i) All Wireless data traffic in the environment must be securely encrypted.
- j) There must be an outside static IP address assigned to a network device, allowing VPN access.
- k) All equipment must be covered by a manufacturer's warranty.
- l) If Client has software particular to its business which is installed on its network, the client is responsible to obtain installation, training, and continuing technical support from the software provider. Service Provider technicians are able to assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.
- m) This Agreement covers users and their associated computers and other devices as detailed in the Coverage Summary. Clients shall provide one (1) desktop and one (1) laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A one (1) desktop and one (1) laptop hot spare will not be counted as an operating computer for purposes of this Agreement. If additional hot spares are requested, additional monthly charges may be incurred for monitoring and device management of those additional devices.

At the time of initiating service for Client, the Service Provider will evaluate Client's network and determine whether all Conditions for Service are in place and if not in place will install the required services. Charges for bringing the network into compliance with the requirements are considered Out of Scope and will be billed as incurred as additional services.

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 Onboarding Process section herein.

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 IT Assets under this Agreement are contingent upon:

- n) The IT Assets meet the Service Provider's serviceability standards defined herein.
- o) 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.
- p) The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
- q) The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
- r) For onsite service, the covered IT Assets are at a covered and serviceable location listed in Coverage Summary and be accessible for initial remote diagnostics under reasonable conditions.

### **3.3. Included Services**

The services covered by this agreement and provided by the Service Provider are defined in Coverage Summary. Any and all services not explicitly defined within the Coverage Summary will be considered Out of Scope, uncovered, and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

### **3.4. 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 Coverage Summary.

Out-of-hour 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 hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Coverage Summary.

### **3.5. 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:

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

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

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 that 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 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 the Coverage Summary section. 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 any and 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 or within the Coverage Summary section.

### **3.6. Service Provider Equipment**

Based on services provided, Service Provider-owned equipment may be required to be attached to the Client's network for monitoring and access needs. Client agrees this equipment may be attached and, if needed, connected directly to the Client's Active Directory network.

Client agrees that all Service Provider-owned equipment will remain sole property of the Service Provider with security interest and will not attempt to sell, resale, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of the Service Provider. Should this contract terminate by either party, Client agrees to return the this property within ten (10) days after the final cancellation date. Customer further acknowledges and gives permission to Service Provider to seize equipment Service Provider-owned equipment from all Client locations in event of contract termination after 10 day grace period, and agrees to compensate Service Provider for expenses accrued during the seizure process.

Client agrees and understands that Service Provider-owned equipment is to be maintained completely by Service Provider only. Any tampering, repair attempt or service completed by another party on the equipment 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 while in their possession. Client further agrees to be responsible for any and all costs for the repair or

replacement of the equipment while in their possession should it be damaged or ill-repaired by a third party.

### **3.7. Issue Reproducibility and Client Cooperation**

In order to facilitate effective troubleshooting and remediation of issues, the Client agrees that any reported problems must be capable of being reproduced and demonstrated to the Service Provider's technician. The Client End User must provide sufficient detail and context regarding the issue, including but not limited to the conditions under which the problem occurs, any error messages or system behaviors observed, and steps leading up to the issue.

General or vague statements such as "Yeah, sometimes this funny thing happens" or "Now and then I see this happen" do not provide enough information for the Service Provider to reasonably identify, troubleshoot, or resolve the issue. In the event that an issue cannot be consistently reproduced or adequately described, the Service Provider reserves the right to request further information or defer troubleshooting until sufficient details are provided.

The Service Provider will make reasonable efforts to diagnose and resolve issues reported by the Client, but the Client acknowledges that the inability to reproduce or demonstrate the problem may limit the Service Provider's ability to provide a resolution.

### **3.8. Security Awareness Training and End User Responsibility**

If the Service Provider offers Security Awareness Training as part of the services under this Agreement, the Client agrees that all designated computer users must attend or complete the training within a reasonable time frame, as determined by the Service Provider. The Client is responsible for ensuring that all users comply with this requirement.

The Client acknowledges that any issues, breaches, or incidents arising from actions taken by end users who fail to complete the training or fail to follow the security protocols taught during the training are not the responsibility of the Service Provider. The Service Provider will not be liable for any damages, losses, or security breaches resulting from such actions.

Any troubleshooting or remediation of issues caused by end-user actions that contravene the provided Security Awareness Training will be considered Out of Scope and subject to additional charges at the Service Provider's standard rates.

### **3.9. Provision of Services**

The Client acknowledges that only those services explicitly agreed to in writing by both the Client and the Service Provider are included under this Agreement. Any services not expressly outlined in this Agreement or subsequent written agreements are not covered, and the Client is not entitled to receive them.

The Service Provider shall bear no responsibility or liability for any consequences, damages, or losses that arise due to the Client's failure to obtain or request a specific service. The absence of such a service does not constitute a breach of this Agreement, and the Client assumes all risk associated with not having services that were not expressly agreed upon.

### **3.10. 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 within that separate agreement.

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

- a) The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
- b) The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
- c) The cost of any software upgrades, renewals, or licenses.
- d) The cost of any 3rd Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
- e) The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
- f) Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
- g) 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.
- h) Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
- i) Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Coverage Summary.
- j) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- k) Any and all services not defined within Coverage Summary.
- l) Project work.
- m) Software modifications.
- n) The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
- o) IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
- p) The cost to replace stolen or missing IT Assets.
- q) Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
- r) Data is not covered and is always considered out of 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 (1st) 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).

### **3.11.Included Service Levels**

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 2 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 5 minutes of emailing.
  - Opening tickets with the tray icon or Support Portal 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 3rd 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 2 Coverage Summary.

### 3.11.1. General Service Level Exceptions

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

- a) 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.
- b) Service and support requests that that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
- c) All service levels defined within this Agreement are not applicable for the first sixty (60) days of this Agreement while the Service Provider works with the Client to onboard them to their services.
- d) 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.
- e) Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

## 4. Service Process

### 4.1. Requesting Support

Only Client end-users listed as “Users” are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

#### 4.1.1. General Information to Include with Request

When a User calls, emails, or submits a request using any approved method below, ensure the User includes the following detailed and complete information:

- The Users name and location and where and how to contact the User in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred. Any pictures or screenshots will expedite troubleshooting.
- 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

#### 4.1.2. Requesting Support during Regular Business Hours (8am-5pm)

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:
  - The on-site technical contact defined in SOW is the only contact that can open critical tickets unless otherwise specified within SOW.
  - Contact the Service Provider over the phone at **(321) 549-7511** or the support phone number on the Service Provider’s website.
- For less critical requests please:
  - Use the Service Provider’s agent software or client portal to open the request. Instructions will be provided during onboarding. (Preferred method)
  - Contact the Service Provider over email at: **support@eagleit.us**
    - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 5 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.

### 4.1.3. 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 2 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours by contacting the Service Provider at **(321) 549-7511**. 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 queue 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 Provider's on-call technician who will contact you within a reasonable time based on current availability.

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 shall be listed in the Scope of Work.

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

- a) Ask the Service Provider's resource to defer the request for regular business hours
- b) Approve the request and any charges for out of scope services and support
- c) Decline the request for out of scope services and support

## 4.2. 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.

### **4.3. Service Onboarding Process**

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement and any initial payments or deposits have been received. This process is referred to as "onboarding." This process typically takes place over the first 45-90 days of a relationship. Large, complex networks may take additional time and will be communicated to the Client upon initial evaluation.

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

- a) Addition of Client details to the Service Provider's Professional Services Automation (PSA)/ticketing tools and Remote Monitoring and Management (RMM) tools.
- b) Deployment of the Service Provider's Remote Monitoring and Management technology to the Client's IT Assets. (Workstations, Servers, And Network Monitors)
- c) Assessment of Client's business, needs, pain points, and technology.
- d) Documentation of Client's business, needs, and technology within Service Provider's documentation system.
- e) Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
- f) Maintenance windows, key contacts, reporting requirements, facility access, and communication requirements are established between the Client and the Service Provider.
- g) A scheduled business and service review is scheduled around forty-five (45) – sixty (60) days following the execution of this Agreement.
- h) Documentation on the support request, onboarding, and escalation process are provided to the Client.
- i) The Service Provider's team is brought up to speed on the Client's environment and business.
- j) The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
- k) The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
- l) The Service Provider begins to execute any and all approved proposals to bring the Client to meet the current serviceability standards.
- m) 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.
- n) Recurring reporting requirements are established and configured within the Service Provider's tools.
- o) A business and service review is completed. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

## 4.4. Approving Uncovered/Out of Scope Services

The provisions and terms defined in the General Coverage Exclusions section 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 the SOW 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 based on the payment terms set forth within the quote.
  - 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.

## 5. Client Responsibilities

### 5.1. 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 the SOW.
- 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.

### 5.2. 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 the SOW or additional Addendums) 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 the SOW or approved Addendum(s).
- The Client agrees that key representatives, within their business, must be established and defined within the SOW or approved Addendum(s) 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 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.
  - Evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client's Business
  - 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.

### **5.3. Service & Support Responsibilities**

- The Client will use the appropriate means of contact to request service and report issues as defined in the Service Process section.
  - The Client's end users will not contact the Service Provider's service/support representatives directly and will follow the process defined in Service Process section and Coverage Summary section.
- 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 2 Coverage Summary, by individuals not employed by the Service Provider. (Both authorized and unauthorized parties)
- The Client agrees to leave all monitored IT Assets always turned on to allow for automated service and maintenance to occur outside of normal usage times.
  - This reduces any potential impact to the End-user when starting up their system each morning.
  - End-users shall always close all open applications and sign-out of their workstation at the end of each shift.
  - Automatic reboots as a result of patch updates and automated maintenance are common, therefore, any data loss due to applications remaining open and unsaved work at the end of the End-user's shift are not the responsibility of the Service Provider.
  - If an IT Asset is turned off during the scheduled automated maintenance windows, the updates will occur immediately upon the IT Asset's next startup and may delay the End-user.



## 6. Service Provider Responsibilities

### 6.1. 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.

### 6.2. 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 on the IT Assets and locations outlined in Section 2 Coverage Summary, during the covered hours and days defined in Section 2 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 2 Coverage Summary.
  - It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 2 Coverage Summary.
  - 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 2 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 Service Provider will attempt to resolve service and support requests from the Client remotely, and if possible 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 2 Coverage Summary.
  - 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.

## 7. Monthly Charges, Fees, and Payment

### 7.1. Monthly Service Charges

Client is purchasing the Service Provider's Information Technology Services under this Agreement for the charges and fees outlined in Section 2 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 five (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.

### 7.2. 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 five (5) days prior to the first (1st) of the month, with payment executed within five (5) days following the due date and processed via automatic payment. 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.

All recurring monthly payments must be made by automatic recurring payment unless otherwise approved by 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 does not fall on a business day (Monday to Friday), it may be paid on the next following business day.

If Client fails to make payment for any services or items purchased, and such failure continues for fifteen days, interest shall accrue on any amount due at the rate of 2% per month until paid. In the event collection processes are instituted to collect any amounts due from Client, Client shall pay the costs of collection plus reasonable attorney fees.

Failure to pay: If payment is not received by the first of the month for that month of service, Service Provider reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided Service Provider gives a five (5) business day notice of late payment.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by Service Provider. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the jurisdiction of use, except in cases when Service Provider procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to Service Provider.

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.

### **7.3. Onboarding Fees**

The Client agrees to purchase the Service Provider's Information Technology Onboarding Services as a prerequisite for Managed Services under this Agreement. Onboarding services under this Agreement include an initial network and systems assessment, installation of remote monitoring tools, and configuration of existing hardware, software, and user accounts as outlined in the applicable SOW or Quote. Any additional services requested during onboarding, including but not limited to security assessments, hardware upgrades, or third-party software integration, are considered out-of-scope and will be billed separately.

The onboarding fees are outlined in Section 2, Coverage Summary, and are due in full upon execution of this Agreement, unless alternative payment arrangements are agreed upon in writing by both parties and documented as an amendment to this Agreement.

Any additional tasks or services performed during the onboarding process that are beyond the scope of standard onboarding services may be subject to additional charges, which will be quoted and agreed upon by the Client prior to commencement.

### **7.4. Rate Adjustments**

The Service Provider reserves the right to increase the rates for services provided under this Agreement by up to 8% once per 12-month period, based on the anniversary of the effective date of this Agreement. Any such rate increase will be reflected in the Client's monthly invoice without the need for prior notice.

If the Service Provider seeks to increase the rates by more than 8% over the previous 12-month period's fees, the Client will be provided with at least sixty (60) days' written notice before the new rates go into effect. During this 60-day period, the Client may terminate this Agreement without penalty by providing written notice to the Service Provider. If the Client does not terminate the Agreement within the 60-day notice period, the Client will be deemed to have accepted the rate increase and the new rates will apply.

The Service Provider's failure to implement a rate increase in any given 12-month period does not waive the right to do so in future periods.

## **7.5. Out of Scope Service Fees**

Any and all services requested by the Client that fall outside the scope of the services expressly covered under this Agreement will be treated as Out of Scope Projects. Such services will be quoted separately and billed as individual services, subject to Client approval before commencement of any out-of-scope work.

Supplemental services provided by the Service Provider that are considered out of scope, including but not limited to emergency maintenance outside of normal business hours, services in excess of the included services purchased, or projects involving major upgrades, shall be billed in accordance with the rates outlined in Section 2, Coverage Summary, and Section 7, Monthly Charges, Fees, and Payment. Out-of-scope services will be billed on a time and materials basis, at the current hourly rate at time of the work, or as otherwise agreed in writing by the parties.

All additional charges will be invoiced at the end of the month in which the services were provided, with payment due within thirty (30) days of the invoice date, unless otherwise specified by the Service Provider.

The Client's approval of any out-of-scope work must be obtained in writing (including via email) before such work is performed. The Service Provider will not be obligated to perform out-of-scope services without prior written approval from the Client.

## 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. Service Provider will create user accounts for all authorized Client's end-users and key contacts allowed to receive support.
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 Coverage Summary. 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 refers 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.

Term(s)	Definition
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 - Description of Services

The following descriptions outline the services available from the Service Provider. Some services listed may not be included in your purchased package. Please refer to your Quote/Proposal for a specific list of services covered under this Agreement.

All services not explicitly included in your Quote/Proposal or this Agreement are considered out-of-scope and will be quoted and billed separately at the Service Provider's current rates. The Service Provider will not perform any out-of-scope services without prior written approval from the Client.

### **Unlimited Remote and On-Site Support**

Service Provider will provide maintenance and support for the existing hardware and software including all equipment and business software listed in the SOW. Service Provider will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. Service Provider will make a best effort to resolve as many issues as possible remotely and will come On-Site only in the event remote resolution is not possible. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at Service Provider's then current hourly rate for service, or as otherwise agreed in writing by the parties.

### **Unlimited Automated Support**

Through the use of Service Provider's Remote Monitoring and Management (RMM) software, unlimited automated support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Android Operating Systems, Microsoft Office 365. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, defrags as well as hardware and software auditing. Service Provider's remote monitoring and management software will monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in Service Provider's ticket management system to be addressed by a technician or Service Provider's automation Server which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in Service Provider's ticket management system.

### **Office 365 Management**

We manage your Office 365 emails and applications provided by the Client, including user accounts, permissions, security settings, mailbox setups, and application performance. Our service ensures updates, troubleshooting, backups, and overall optimization of your Office 365 environment to support efficient business operations. This does not include subscriptions for individual accounts or other services provided by Microsoft.

### **Endpoint Protection / Antivirus Management**

We manage the Client-provided antivirus and endpoint protection software, ensuring it is properly configured, updated, and optimized for security. This service includes monitoring, threat detection, and troubleshooting, but does not cover the cost of subscription licenses. Service Provider monitors the antivirus software 24/7 and in the event of a virus/worm/ad-ware/spyware being detected a ticket will



automatically be created in Service Provider's ticket management system. Service Provider will address viruses as requiring an emergency response by a technician to confirm virus removal.

#### **Security Threat Detection and Remediation Management**

We manage the Client-provided threat detection and remediation software, ensuring timely monitoring, analysis, and response to potential security threats. This service focuses on configuration, updates, and resolving security issues, but does not include the cost of subscription licenses.

#### **Security Awareness Training**

Service Provider includes and requires all computer users at client to participate in regular security awareness training as provided through the Service Provider. Training may include simulated phishing attacks, instruction in company IT policies and best practices, compliance training and testing.

#### **Cloud Backup & Disaster Recovery Management**

We manage the Client-provided cloud backup and disaster recovery software, ensuring proper configuration, monitoring, and testing of backup processes and recovery plans. This service includes support for data restoration and disaster recovery readiness but does not cover the cost of subscription licenses.

#### **Monthly Reporting**

Service Provider will provide clients with monthly reporting on resolved tickets, patching, antivirus performance, service availability and network reliability.

#### **Virtual CIO**

Service Provider provides quarterly meetings with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period.