

Managed Services Statement of Work

This Managed Services Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between Framework IT, LLC (“Company”, “FWIT”, “us” or “our”) and the Client whose name and authorized signatory appear on the proposal tendered by FWIT. (“Client”, “you” or “your”), below. The Client accepts and adopts this SOW and Agreement by executing a proposal for Managed Services tendered by FWIT. Capitalized terms in this SOW shall have the same meaning as those in the Agreement, unless otherwise indicated below.

- 1. Commencement Date.** The services indicated below (collectively referred to herein as “Services”) will commence on the Commencement Date of the Term (“Commencement Date”). The Commencement Date of the Term means the date on which FWIT’s monthly invoicing begins. The Commencement Date will be triggered on the date the Client signs FWIT’s proposal. For the avoidance of doubt, Commencement Date shall not begin before the Client accepts the SOW and signs any respective proposal issued by FWIT to the Client. The Services will continue to be provided subject to the Autorenewal and Termination clauses of the Agreement. Prior to the Commencement Date, the Services listed in Schedule 2 are excluded.
- 2. Services.** Subject to the terms described in this SOW and the attached Schedule 1, FWIT shall provide the services listed in attached Schedule 2 (“Services”). The Services provided as part of Schedule 2 are subject to change at FWIT’s discretion, without additional charge to you, for purposes of enhancing, maintaining, and/or updating the Services provided. Any such changes shall be substantially similar to the Services offered to you at the outset of this Agreement.
- 3. Exclusions.** The listed services in this section are not covered by the SOW and are expressly excluded and shall be referred to as “Excluded Services:” Potential billing arrangements for Excluded Services are as provided under **subsection b** below.
 - a. Excluded Services**
 - i. Support for Non-Covered Users**
 1. Services for Users who the Client does not currently have listed as a Registered Managed Services Supported End-User.
 - ii. Security Incident Support**
 1. A “Security Incident” is defined as “the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.” Remediating any Security Incident, data breaches, and application and email account breaches, collectively referred to herein as “Security Incident” is an Excluded Service, unless the Security Incident is directly caused by FWIT’s gross negligence or willful misconduct.
 2. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service if a Security Incident is impacting one device.

3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be used, at FWIT’s sole and exclusive discretion, for this Excluded Service, if a Security Incident is impacting more than one device.
- iii. **Existing Viruses, Ransomware or Malware present at the Commencement Date**
 1. Viruses that exist on the Client’s system at the time of the Commencement Date and/or the date that the FWIT security solution is implemented may not be capable of being removed without additional services, for which a charge may be assessed.
 2. Available Moves, Adds, Changes Hours (“MAC Hours”) may be used for this Excluded Service if a Security Incident is impacting one device.
 3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be used, at FWIT’s sole and exclusive discretion, for this Excluded Service, if a Security Incident is impacting more than one device.
 - iv. **Loss or corruption of electronically stored information.**
 1. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service if FWIT is able to recover the data without contracting a third-party data recovery service.
 2. If a third-party data recovery service is necessary to recover the data, at FWIT’s sole and exclusive discretion, it is an Excluded Service.
 - v. **Results or effects from failure of the Client’s data network or its components such as: ethernet switches, routers, hubs, data wiring, and network infrastructure.**
 1. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service.
 - vi. **System failures or damage incurred or attributable to the interruption of internet services by Client’s Internet Service Providers**
 1. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized, at FWIT’s sole and exclusive discretion, for this Excluded Service.
 - vii. **Lightning strikes or other electrical surges and *Force Majeure***
 - viii. **Website & Social Media Account Management or Support**
 - ix. **Equipment Replacement**
 1. The installation of new equipment and replacing failed equipment is an Excluded Service.
 2. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service.
 - x. **Unsupported (“End of Support”) Operating System Support**
 1. “End of Support” means a situation in which a third party that makes a product, software, or service ceases support for that product, software, or service. This is typically applied to hardware and software products when a company releases a new version and ends support for previous versions.
 2. Services for systems with Unsupported Operating Systems may be an Excluded Service, at FWIT’s sole and exclusive discretion, upon email notice to a Client Administrator. The “Client Administrators” are designated individuals listed by the authorized Client signer of the Managed Service Proposal.

3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service.
- xi. **“End of Life” Equipment Support**
1. “End of Life” Equipment means network, server, storage, or other equipment that has reached the end of its ‘useful life’, for which the manufacturer will no longer market, sell or update equipment after a specified date. This is typically, but not exclusively, determined by the manufacturer’s published End of Life Dates.
 2. Services for End of Life Equipment may be an Excluded Service, at FWIT’s sole and exclusive discretion, upon email notice to a Client Administrator.
 3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service.
- xii. **Linux Operating Systems Support**
1. Services for Linux Operating Systems are an Excluded Service and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below.
- xiii. **Removal of Another IT Vendor’s Monitoring or Security Software**
1. If, at FWIT’s sole and exclusive discretion, another IT vendor’s Monitoring or Security Software needs to be removed to perform the services, it will be the responsibility of the Client (or previous vendor) to remove the relevant solutions.
 2. Should FWIT complete this Excluded Service, FWIT will bill the client in accordance with the “Billing Arrangements for Excluded Services” section below.
- xiv. **Administrative Tasks**
1. “Administrative Tasks” means activities that are, or would normally be, completed by administrative professionals. Administrative Tasks are duties related to maintaining an office setting. Administrative Tasks may vary widely from organization to organization. For sake of this Agreement, Administrative Tasks shall refer to any type of tasks that are typically performed by an individual of adequate professional experience and do not require the knowledge of an IT professional.
 2. Examples of Administrative Tasks include, but are not limited to: creating/modifying email signatures, setting out of office replies, creating meetings/invites on behalf of the Client, clerical data entry tasks, maintaining file share organization (what files belong in which folders), etc.
 3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized, at FWIT’s sole and exclusive discretion, for this Excluded Service.
- xv. **Shipping, Courier, or Logistics Expenses**
1. Shipping or courier expenses incurred in the course of providing the Services are Excluded Services and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below.
- xvi. **Technology Training & Orientation**

1. Training Client staff on the basic use of common technology systems and business applications are Excluded Services and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below.
 2. Available vCIO Hours may be used, at FWIT’s sole and exclusive discretion, to provide technology training & orientation services.
- xvii. **Line of Business Application Training, Orientation, and Software Administration**
1. “Line of Business Applications (“LOB”)” is a general term which refers to a software that serves a particular customer transaction or business need, often for a particular internal business unit or department. Examples of LOB applications include, but are not limited to, accounting/finance software, marketing software, CRMs, ERPs, EHR systems, project management software, HRIS systems, other HR software, digital databases, etc...
 2. Training and orientation of Client staff on the use of LOB Applications are Excluded Services and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below.
 3. “Software Administration” means the ongoing management of software applications in an enterprise.
 4. Examples of Software Administration include, but are not limited to, software configuration, software settings changes, as well as onboarding and offboarding users.
 5. Software Administration of LOB applications is an Excluded Service and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below, unless otherwise agreed to in writing by FWIT.
 - a. Please note that this Exclusion does not apply to applications listed under **Standard Business Application Support in Schedule 2** of this SOW.
 6. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service, if agreed to in writing by FWIT.
- xviii. **VoIP Phone System Support, Configuration, and Administration**
1. VoIP System Support, Configuration, and Administration is an Excluded Service and will be billed to the Client in accordance with the “Billing Arrangements for Excluded Services” section below, unless otherwise agreed to in writing by FWIT.
 2. VoIP Quality of Service issues should still be routed to Framework to troubleshoot the internet and network.
 3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service, if agreed to in writing by FWIT.
- xix. **Manual Maintenance Routines**
1. Time spent performing server maintenance that cannot be performed via FWIT’s automation, either due to a technical nuance or due to the Client’s stated preference, is an Excluded Service.

2. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized for this Excluded Service.
- xx. **Support for any end-user device or server that is not enrolled in FWIT's standard Remote Monitoring and Management or Endpoint Security solutions.**
 1. Client will be billed for this service in accordance with the “Billing Arrangements for Excluded Services” section below.
- xxi. **Home Network and Internet Support**
 1. Home office network and home internet support for the staff of the Client is limited to FWIT’s best-effort verbal guidance.
 2. Generally, home office network and home internet support are Excluded Services under this Agreement, and the Client will be billed for these service in accordance with the “Billing Arrangements for Excluded Services” section below.
- xxii. **Mobile Device Support, Setup, and Management**
 1. Mobile device support, setup, and management is an Excluded Service unless FWIT’s Mobile Device Management (“MDM”) Service and MDM Solution is added to this Agreement via written acceptance by the Company and the Client of a new Statement of Work or an Addendum to this SOW.
- xxiii. **Personal Computer Support**
 1. Support for any personal computers owned or operated by the Client’s staff, but used for work purposes, is an Excluded Service unless previously agreed to in writing by FWIT.
- xxiv. **Proprietary Technology System Management and Support**
 1. “Proprietary Technology System” means an application, tool, or system that belongs exclusively to the Client’s organization.
 2. Management and Support for a Proprietary Technology System is an Excluded Service under this Agreement, and the Client will be billed for this Service in accordance with the “Billing Arrangements for Excluded Services” section below.
- xxv. **Audio Visual Systems Support**
 1. Audio Visual System Support may be an Excluded Service, at FWIT’s sole and exclusive discretion, via email notice to a Client Administrator.
 2. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized, at FWIT’s sole and exclusive discretion, for this Excluded Service.
- xxvi. **Legal Discovery**
 1. Providing support, assistance, or information in relation to a legal situation, lawful service of process, subpoena, discovery request or other court ordered obligation is an Excluded Service.
 2. In the event that FWIT is subpoenaed by a third party (or is forced to respond to lawful process) in relation to Services provided under this Agreement, the Client agrees to compensate FWIT for any and all time spent responding to such a lawful request in accordance with the “Billing Arrangements for Excluded Services” section below.

3. Available Moves, Adds, Changes Hours (“MAC Hours”) may be utilized, at FWIT’s sole and exclusive discretion, for this Excluded Service.

xxvii. **Full Disaster Recovery Scenario Testing**

1. Client will be billed for this service in accordance with the “Billing Arrangements for Excluded Services” section below.

xxviii. **Voice and Internet Failover Testing**

1. Client will be billed for this service in accordance with the “Billing Arrangements for Excluded Services” section below.

b. **Billing Arrangements for Excluded Services:**

- i. At FWIT’s discretion, the Excluded Services under this section will be billed at “**Time and Materials Rates**,” unless otherwise noted below. “**Time and Materials Rates**” include a billing format where the Company charges for the time and materials to complete the requested services. The Company shall provide an itemized bill for every labor man-hour spent on the completing the service, as well as any materials purchased to effectuate the services.
 1. FWIT’s billing for **Time** will be in accordance with FWIT’s then current Standard Rate Tables.
- ii. At FWIT’s sole and exclusive discretion, the Excluded Services in this section may also be provided for a flat fee that is predetermined by FWIT in writing on a case-by-case basis.
- iii. AT FWIT’s discretion, Excluded Services in this section may also be provided by debiting a Client’s Available Moves, Adds, Changes Hours (“MAC Hours”) or vCIO Hours, as detailed in **Subsection 3a** of this SOW.
- iv. Shipping, Courier, or Logistics Expenses incurred by FWIT in the course of providing the Services to the Client will be passed through and billed to the Client.

4. Assumptions / Minimum Requirements. The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- a. Client will provide FWIT documentation related to the existing technology infrastructure, network, IT systems, and technology services. Documentation includes, but is not limited to, the existing server, storage, and network infrastructure or cloud solutions. This includes segment administrator credentials, and any other documentation or information requested that FWIT deems reasonably necessary to perform the Services.
- b. The Client will provide FWIT Information about currently operational applications, including, but not limited to, locations installed, Client staff that use said application(s), vendor account and support information, etc...
- c. The Client will notify FWIT prior to any equipment moves other than computers, keyboards, mice, and monitors.
- d. The Client will provide FWIT with Administrator Credentials to all supported systems.
 - i. “Administrator Credentials” is defined as the credentials identifying the User Admin (*i.e.* name, last name, email, password and team name), chosen during the phase of registration and creation of the account.
 - ii. If the Client is unable to provide Administrator Credentials to supported systems, the Client must either pay FWIT’s **Time and Materials Rates** to factory reset and

reconfigure the system, if possible, or Services for the system may be Excluded from the Services, at FWIT's sole and exclusive discretion, *via* email notice to a Client Administrator.

- e. The Client shall use best efforts to ensure the cooperation of any Client employees and/or outside IT vendors for the FWIT partnership transition process.
- f. The Client shall maintain valid equipment warranties on supported systems. Failure to maintain applicable warranties may result in Services to such equipment being excluded, at FWIT's sole and exclusive discretion, *via* email notice to a Client Administrator.
- g. The Client shall maintain Software Assurance and/or Software Support Agreements for Supported software, or Services for that software may be excluded, at FWIT's sole and exclusive discretion, *via* email notice to a Client Administrator.
- h. At all times following the Commencement Date of this Agreement, the Client shall maintain accurate Managed Services Supported End-User Registration information and counts.
 - i. The Client shall provide FWIT a list of all Managed Services Supported End-Users and a Client Administrator shall provide immediate notice in writing to FWIT of the addition ("Registration") or removal ("Deregistration") of Managed Services Supported End-Users.
 - ii. To effectuate this contractual obligation of the Client, the Client agrees to adhere to the *FWIT Managed Services Supported End-User Registration & Deregistration Policy*, located here:
<https://www.frameworkit.com/hubfs/Supported%20End%20User%20Registration%20%20Deregistration%20Policy%20for%20Managed%20Services.pdf>
- i. The Client shall designate "Client Administrators" to FWIT in writing.
- j. Any staff of the Client who are being onboarded or offboarded must be submitted by a designated Client Administrator.
- k. Client Administrators and/or Billing Points of Contact are responsible for verifying the accuracy of the Managed Services Supported End-User counts on FWIT invoices.
 - i. If, at any time following the Commencement Date, the Client believes the Managed Services Supported End-User count is inaccurate on a FWIT invoice, the Client must submit a ticket to FWIT accounting (accounting@frameowrkit.com) within sixty (60) days of the invoice date in order to be eligible for a credit, if it is determined one is owed, due to an overcount of Managed Services Supported End-Users.
- l. Removal of a Managed Services Supported End-User will be reflected on the next invoice cycle. FWIT does not prorate for a partial month for a removed Managed Services Supported End-User.

5. Authorized Contact(s). Client will designate and inform FWIT *in writing* of each of the authorized individuals on the signed Managed Services Proposal, for the following:

- a. Billing Point of Contact
 - i. Client will designate a billing point of contact who will receive invoices and with whom FWIT will communicate regarding payment issues or disputes.
- b. Client Administrators
 - i. Client will designate individuals as Client Administrators, who have the authority to submit requests for the Registration and Deregistration of Managed Services

Supported End-Users, submit User Onboarding and Offboarding Forms, authorize project quotes or hourly billing, and to initiate requests for Moves, Adds, Changes Hours (“MAC Hours”) and for vCIO Hours.

- c. Updating Authorized Individuals.
 - i. To update Client Administrators and/or the Billing Point of Contact, a current Client Administrator must submit a request via a service ticket.
- 6. **Fees.** Fees vary per Client. The Client agrees to pay fees that are dictated by the quote the Client authorized for Services. Any Services not covered by this SOW or a separately signed Statement of Work shall be subject to FWIT’s Standard Rate Tables.
- 7. **Term.** The Term of the Managed Services SOW is stated on the signed Managed Services Proposal and subject to the Term & Termination provisions in the Master Services Agreement.

SCHEDULE 1

Maintenance Services

Unless otherwise provided in this SOW, maintenance services shall be applied in accordance with the recommended best practices of the managed services industry. Client understands and agrees that maintenance services are not intended to be, and shall not be deemed to be, a warranty or guaranty of the functionality of any particular device, or a service plan for the repair or remediation of any particular device. Hardware repair and/or hardware remediation services are not covered under the SOW and shall be provided on a Time and Materials basis to the Client.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by FWIT-designated policies, which may be modified by FWIT or the Client, as necessary or desired from time to time, with FWIT’s approval. Initially, the policies will be set to a baseline standard as determined by FWIT; however, Client is advised to establish and/or suggest modifications to the policies that correspond to Client’s specific monitoring and notification needs.

Anti-Virus/Anti-Malware

Company’s Anti-Virus/Anti-Malware solution will generally protect the Client’s system from becoming infected with new viruses and malware (“Viruses”). Any security solution may be circumvented and/or rendered ineffective if a user purposely or intentionally downloads or installs malware (such as a rootkit) onto the user’s system. Client is strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. Company does not warrant or guarantee that all viruses and malware will be capable of being removed, or that all forms of viruses and malware will be timely detected or removed.

In order to improve security awareness, you agree that Company or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any

information obtained in this manner does not and will not contain any personal or confidential information.

Backup (BDR) Services

The following section on Backup Services only applies if the client has selected the Data Backup & Disaster Recovery (“BDR”) as a Service agreement to compliment the Managed Services Agreement. Company’s backup and disaster recovery (“BDR”) solution uses industry-recognized products and software to help ensure the security and integrity of Client’s data. However, Client understands and agrees that all data transmitted over the internet may be subject to malware and computer contaminants such as viruses, worms, and Trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client’s data. Neither Company nor its designated affiliates will be responsible for the outcome or results of such activities. Data recovery time will depend on the amount of data being recovered and the speed and reliability of Client’s Internet connection and network.

BDR services require a reliable, always-connected Internet solution. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which Company shall be held harmless. Client is strongly advised to use data verification functionality (if available) to ensure the integrity of Client’s stored data. Client is further advised to take all verification errors seriously and agrees to contact Company immediately if verification errors are repetitive and/or cannot be remedied.

Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated, due to the nature of data storage technology. As such, Client understands and agrees that any data sent to or stored by Company may become corrupted or lost due to communication or hardware-related failures. Company cannot and does not warrant that such data corruption or loss will be avoided, and Client agrees that the Company shall be held harmless if such data corruption or loss occurs. Client is strongly advised to keep a backup of all stored data to mitigate against the unintentional loss of data.

Unless otherwise expressly stated in a SOW, BDR services do not permit archiving or retrieval of prior document or file versions; only the latest version of a stored document or file is recoverable.

If the Client requests that FWIT provide BDR Services to the Client’s network drives or hard drives, the Client Administrator is responsible for providing FWIT written notice of the specific drives that should be routinely backed up. Any Client who requests BDR services from FWIT must expressly designate ***in writing*** the specific drives and storage areas that the Client is requesting be backed up. If the Client alters any of its network drives, the Client Administrator must provide immediate notice to FWIT and receive written confirmation from FWIT that the new configuration is being backed up by FWIT.

The Client assumes all responsibility and liability for failure to properly designate the specific drives that should be backed up using BDR Services. The Client Administrator shall be permitted to regularly inspect any BDR Services utilized by FWIT. FWIT may be providing BDR Services directly or through a third-party vendor. The Client bears full responsibility for ensuring that the BDR Services are creating accurate backups. In the event that the BDR Services are not successfully backing up the Client’s (or a third party’s) data, FWIT shall have no legal responsibility to the Client and/or third party. The Client agrees to indemnify

and hold harmless FWIT for any failure to properly backup the Client's (or a third party's) data and/or electronically store information. ***FWIT bears no liability or legal responsibility for failure to preserve any electronically stored information.***

Vendor Management

To provide its vendor management services to the Client, FWIT may require the Client to execute a letter of authorization in which the Client authorizes FWIT to contact applicable vendors to request services from such vendors or to make inquiries. Client's failure to provide FWIT with a letter of authorization in a timely manner may result in the delay of the provision of vendor management services hereunder.

Virtual CIO (vCIO) Services

The advice and suggestions provided by the vCIO will be for Client's informational and/or educational purposes only. The vCIO will not hold an actual director or officer position with Client, and the vCIO will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall the Client list or place the vCIO on Client's corporate records or accounts. At all times, the vCIO will remain an employee of FWIT, and FWIT shall be an independent contractor of the Client.

Suggestions and advice rendered to the Client by the vCIO are provided in accordance with relevant industry practices, based on the Client's specific needs. By suggesting a particular service or solution, FWIT is not endorsing or making any warranties regarding any manufacturer or service provider.

As part of its vCIO services, FWIT may provide the Client with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for the Client's informational use only, and do not constitute or comprise legal or professional advice. The Sample Policies are not intended to be a substitute for the advice of competent counsel. Client should seek the advice of competent legal counsel prior to using the Sample Policies, in part or in whole, in any transaction. FWIT does not warrant or guaranty that the Sample Policies are complete, accurate, or suitable for Client's specific needs, or that Client will reduce or avoid liability by utilizing the Sample Policies in its business operations.

SCHEDULE 2

The following services shall be provided to the Client:

Centralized Services (Proactive Monitoring and Maintenance)

FWIT's ability to deliver the following Centralized Services are dependent on the Client environment, and therefore, may or may not apply to a particular Client. FWIT will provide these Services whenever a Client environment supports the ability to deliver said Services.

- Network
 - *Network monitoring is dependent on the Client's devices supporting SNMP or API integrations.*
 - Monitor Network Availability, Fault, and Performance
 - Internet Service Provider monitoring & reporting
 - Historical archiving to identify reoccurring issues
 - Network Topology and Connection Overview
 - Interactive network topology
 - Equipment performance visibility and statistics from management portal
 - Proactive Network Alerts
 - Monitoring and real-time alerting
 - Able to create proactive tickets based on performance
 - Monitor and manage wireless networks and access points
 - Real time statistics and availability reporting
 - Centralized alerting for wireless environments
 - End user statistics reporting including Wi-Fi signal strength
 - Network Performance Reporting
 - Customizable to provide necessary information for troubleshooting and capacity planning
 - Real-time network equipment information
 - Alerts are sent in real time for action in the event of an emergency
- Computers
 - Anti-Virus/Anti-Malware Software Management and Updating
 - Proactive Monitoring for Viruses, Spyware, and Malware
 - Automated Proactive Removal of Certain Viruses, Spyware, and Malware
 - Performance Monitoring
 - Memory
 - Hard Drive
 - CPU
 - Monitoring for Key Stopped or Failed Services
 - Uptime Monitoring
 - Automated Maintenance Routines
 - Temporary File and Cache Clean Up
 - Windows Updating
 - Monitor Failed Updates
- Server(s)
 - Anti-Virus/Anti-Malware Software Management and Updating

- Proactive Monitoring for Viruses, Spyware, and Malware
- Automated Proactive Removal of Certain Viruses, Spyware, and Malware
- Monitoring for Stopped or Failed Services
- Performance Monitoring
 - Memory
 - Hard Drive
 - CPU
- Uptime Monitoring
- 24/7 Internet Connection Monitoring
- Monitor for Drive and RAID Failures
- Automated Maintenance Routines
 - Temporary File and Cache Clean Up
 - Windows Updating
 - Monitor Failed Updates
- Hypervisor Monitoring
 - Hardware Performance Monitoring
 - Health Monitoring
 - Critical Security Patching
- Data Backup and Disaster Recovery (if applicable) Health Checks

Service Desk:

- Unlimited Remote and Onsite Support:
 - FWIT shall provide unlimited remote and onsite support for “Incidents.”
 - Incidents is defined as events that result in the interruption or degradation of the performance of one or more technology services or technology systems. Incidents do not include any Excluded Services specified in **Section 3** above.
 - FWIT seeks, but cannot guarantee, to resolve all issues remotely for expediency and efficiency.
 - Onsite support for Incidents will be provided, as needed, at FWIT’s sole and exclusive discretion, to meet FWIT’s service obligations and goals.
 - Service Level Agreement (“SLA”) Response Time
 - SLAs are for “Incidents,” as defined above, and not for vCIO consulting or Service Requests, also known as Available Moves, Adds, Changes (“MACs”), which are defined below.
 - Ticket Priority is determined by FWIT, at its sole and exclusive discretion, in accordance with industry standards.
 - Response time is measured as the amount of time between FWIT’s initial receipt of a reported issue (a ticket is created in FWITs Professional Services Automation system) and FWITs first interaction with the reported issue, defined as a review of the reported issue by an FWIT representative to determine the appropriate next step.
 - Response SLA Minutes & Hours are measured only during the relevant Service Desk Hours noted below.
 - Regular Service Desk Hours SLA by Priority

- Regular Service Desk Hours: Monday – Friday 8 AM – 5 PM Central Time
- Priority 1 (Critical)
 - Response Time SLA: 30 Minutes
- Priority 2 (High)
 - Response Time SLA: 1 Hour
- Priority 3 (Medium)
 - Response Time SLA: 2 Hours
- Priority 4 (Low)
 - Response Time SLA: 4 Hours
- After Hours & Weekends SLA
 - After Hours & Weekend Service Desk Hours:
 - Monday – Friday 5 PM – 9 PM Central Time
 - Saturday – Sunday 8 AM – 5 PM Central Time
 - Response Time SLA: 2 Hours
- Standard Business Application Support
 - Full support is offered on the following standard business applications: Microsoft 365 suite, Microsoft Office Suite, Adobe, and G Suite.
- Line of Business Application Support
 - Application Support for Line of Business (“LOB”) Applications is limited to supporting the underlying system the LOB application is installed on and supporting the performance and access of that supported underlying system, if said underlying support system is owned/operated by the Client.
- Server Support
- Router, Switch and Firewall Support
- Computer Support
- User Login/Authentication Support
- Active Directory Support
- Email System Support
- Printer, Copier, Scanner Support
- Storage Device or Storage Service Support
- Wireless Network Support
- Moves, Additions, and Changes (“MACs”) Also Known as “Service Request” in ITIL (Information Technology Infrastructure Library)
 - MAC requests are defined as Service Request that do not specifically result in the degradation or failure of a service or technology system, such as an Incident does. Instead, they are needs or wishes for enhancements, changes, moves, or additions to technology systems.
 - In some instances, an Incident resulting in the degradation or failure of a technology system will require a MAC Service Request to properly resolve.
 - Service Requests (MACs) versus Incidents will be determined by FWIT based upon ITIL definitions and standards. Common examples of Service Requests (MACs) include:

- Employee onboarding and offboarding
- Workstation/Laptop Upgrades
- Workstation/Laptop Application Installation
- Email changes related to mailboxes, distribution groups, public folders, access, etc.
- Any other Service Request (MAC), as determined by FWIT, based upon ITIL definitions and standards.
- Moves, Additions, and Changes (“MACs”) Service Requests will be covered by an allotment of time available to the Client per month.
 - The Client’s allotment of Moves, Additions, and Changes Hours (“MAC Hours”) in any given month is determined by multiplying the Managed Services Supported End-User Count on the 1st day of the given month by 0.2 Moves, Additions, and Changes Hours (“MAC Hours”) per Managed Services Supported End-User.
 - Moves, Additions, and Changes Hours (“MAC Hours”) available to the Client per month will be rounded to the nearest quarter hour.
 - Unused Moves, Additions, and Changes Hours (“MAC Hours”) will not carry forward into future months.
- Customer Service Portal with Ticketing Information and History
- Ticket Submission Via Email, Portal, Desktop Agent, and Live Service Hotline
- Vendor Management
 - Internet Service Provider
 - Third Party Copier/Scanner/Fax Peripheral Network Connection Management
 - Application Vendors
 - Software Assurance Management
 - Hardware Vendors
 - Warranty Management
 - Cloud Services Vendors
- Monthly Management Reports that Including Service Desk Key Performance Indicators

vCIO:

- vCIO Services will be covered by an allotment of time (“vCIO Hours”) available to the Client per month.
 - The Client’s allotment of vCIO Hours in any given month is determined by multiplying the Managed Services Supported End-User Count on the 1st day of the given month by 0.07 vCIO Hours per Managed Services Supported End-User.
 - vCIO Hours available to the Client per month will be rounded to the nearest quarter hour.
 - Unused vCIO Hours will not carry forward into future months.

vCIO Scope:

- Assess business practices in relation to how the Client uses technology and make recommendations
- Assist in technology budgeting
- Provide guidance related to IT & cybersecurity policy development and process improvement

- Assist with technology and cybersecurity vendor, client, or insurance questionnaires
- Advise on technology strategy to open new Client office locations, close old locations, or accommodate new ways of working (hybrid/remote).
- M&A assessment, consulting, strategy, and guidance for technology systems integration
- Make recommendations on new software solutions or advise on recommended software selection processes
- Provide awareness on technology trends
- Provide direction, recommendations, and solutions for expansion or improvement projects
- Technology Lifecycle Management
 - Consult Client on its Line of Business Application upgrades
 - OEM licensing audits
 - Equipment lifecycle management
 - Warranty & support agreement renewals
- Technology Strategic Roadmap Management
- Client Enablement & Success
 - Identify opportunities to improve the Client's experience, technology, and/or FWIT's service delivery
 - Monthly check-in calls
 - Monthly automated management reporting of IT management key performance indicators
 - Client Staff onboarding/offboarding standard request form and process customization.
- Managing necessary changes or additions to the Client-specific staff on/offboarding forms after the managed services partnership transition.