



# Managed Service Agreement

**Confidentiality Notice**

*This Agreement is intended exclusively for the individual or entity to which it is addressed. This Agreement contains information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this document or any part of it. If you have received this Agreement in error, please notify the sender immediately and dispose all copies.*

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# Introduction

Company: Decision Digital, Inc. („Company“)

Company Address: 6105 Blue Stone Road, Unit F, Atlanta, GA 30328

Client Name: \_\_\_\_\_ (“Client“)

Client Address: \_\_\_\_\_

Effective Date: \_\_\_\_\_ (“Effective Date“)

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

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

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

## Period of Service and Automatic Renewal

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of thirty six (36) months at pricing consistent with rates established in section 1.0 coverage summary.

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

## Limitation of Liability

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

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

Service Provider shall not be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to Client, for any loss suffered by Client in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

Notwithstanding the foregoing, the total liability of the Service Provider – whether in contract, tort (including negligence), breach of statutory duty or otherwise – for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall be limited to the total Fees payable by the Client. Further, if



any collection action litigated or otherwise, is necessary to enforce the terms of this Agreement, Service Provider shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled.

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

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

## Modification or Termination of Agreement

The Service Provider reserves the right to modify rates based on changes to location(s), hardware, software, support requirements, or service levels, as modify this Agreement (or any portion thereof) with a thirty (30) day notice.

1, 2, 3-Year Agreements			
Remaining Months	0-12 Months	13-24 Months	25-36 Months
Termination Fees	100% remaining fees due	100% remaining fees due	100% remaining fees due
Waived Provisioning Fees	100% fees waived due	100% fees waived due	100% fees waived due

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

This Agreement may be terminated by the Client upon sixty (60) day's written notice if the other Party:

- I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of such written notice.
- II. Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.
- III. Terminates or suspends its business operations unless it is succeeded by a permitted assignee under this Agreement.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client data and information stored on Service Provider-owned hosted networks is the sole property of the Client. If this Agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

# Terms of Service

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

This Agreement shall be governed by the laws of the State of Georgia. 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.

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.

In addition to this Agreement, the Terms of Service (<https://www.decisiondigital.com/TOS.pdf>) document (hereinafter "Terms of Service") provided by Service Provider shall include the rate schedule for services to be provided by Service Provider and is incorporated herein by reference. In the event of a conflict between this Agreement and the Terms of Service, the Terms of Service shall control.

# 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 Service Provider, (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.

## 1.0 Coverage Summary

1. IT Services may include some or all of the following:
  - a. Remote network monitoring, management, and support services are individual elements ("Elements") that, when offered together, comprise a set level ("Level").
  - b. Hosted virtual private server(s) ("Hosted Server") or desktop(s) ("Hosted Desktop" ) are data center allocated hardware and software resources ("Hosted Resources") that, when offered together, comprise an End User virtual server or Windows Virtual Desktop.
  - c. Hosted application services ("Hosted App") are software application services that are offered to the End User on an individual user, multi-tenant or site basis.
  - d. Rack space, power, bandwidth, backup, and other data center services are allocated resources ("Data Center Resources") for use with Hosted Server, Hosted Desktop, Hosted App, and End User provided hardware.
2. Fees for Services are dynamic and based on Level, and/or quantity, use, and consumption of Elements, Hosted Server, Hosted Desktop, Hosted App, Hosted Resources, and/or Data Center Resources.
3. The indication of Level, Elements, Hosted Server, Hosted Desktop, Hosted App, Hosted Resources, and/or Data Center Resources in brochures, websites, or other advertising materials does not constitute or imply any automatic inclusion or entitlement to said Level, Elements, Hosted Server, Hosted Desktop, Hosted App, Hosted Resources, and/or Data Center Resources unless specifically identified as included in that End User's program.
4. Monthly cost will vary due to changes in Level, and/or quantity, use, and consumption of Elements, Hosted Server, Hosted Desktop, Hosted App, Hosted Resources, Data Center Resources, , or usage which falls outside what the Service Provider believes are appropriate for the Services. In these instances, the End User will be contacted and notified about any changes in pricing.

## 1.1 Hours of Coverage

Business Hours are defined as 8:30am to 5:00 pm Monday through Friday, Eastern Time. Holidays are defined as New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving (Thursday and Friday) and Christmas Eve Day, Christmas Day. These days are subject to change depending on the days in which these holidays fall during any calendar year. Prior notice shall be given via customer portal and/or e-mail upon the determination and/or change of a holiday date.

## 1.2 Service Level Expectations

Service Level Expectations*				
	Emergency	Escalated	Standard	Week
Business/Financial Risk or Exposure	Catastrophic	Major	Moderate	Minimal
Work Stoppage	All	Most	Some	Little
Percentage of End Users Affected	75 – 100%	30 – 75%	15 – 30%	0 – 15%
Workaround	None acceptable	Semi-acceptable Short term	Acceptable Medium term	Acceptable Medium term
Response Time	1 hour or less	2 hours or less	8 hours 1 business day	8 hours 1 business day
Resolution Time	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	10 business days or less from first response

\*There may be situations that do not fit these definitions perfectly.

## 2.0 General Coverage Provisions

### 2.1 Covered IT Assets and Client Locations

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

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

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee.

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, physical movement of components and increased use and consumption of IT Services. 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 modify service terms with respect to any addition of IT Assets by the Client.

## 2.2 Conditions for Service

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

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

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 R2 Server or later and have all the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8.1 professional or later and have all the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. 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.
5. 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.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to a network device, allowing VPN access.
9. All workstation and network equipment must be newer than three (3) years old and no older than three (3) years. Servers must be newer than five (5) years old and no older than five (5) years old. All equipment must be covered by a manufacturer's warranty.

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

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

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

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

## 2.3 Included Services

The services covered by this Agreement and provided by the Service Provider are defined in Appendix 2 and outlined in Section 1.0 Coverage Summary. Any and all services not defined within Appendix 2 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

## 2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 2 Detailed Coverage.

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

## 2.5 Included On-site Services

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

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

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in the Terms of Service.

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 in the Terms of Service will 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 and all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 2 Groups Section.

## 2.6 Hardware As a Service Coverage

Client agrees to a three-year minimum participation obligation upon signing this Agreement. Should client wish to cancel this Agreement prematurely during the first three years or at the end of the three year term, Service Provider will negotiate with Client for a buyout of equipment upon cancellation for any assets identified as part of an "As A Service program".

Client agrees that all equipment listed on any quotes, proposals or statements of work (hereinafter collectively "Proposal") will remain sole property of Service Provider with security interest and will not attempt to sell, resell, tamper, troubleshoot, repair, move, add, etc. to this equipment without written permission of Service provider. Should this Agreement be terminated by either party, Client agrees to return the property listed in Proposal to Service Provider within 10 days after the final cancellation date. Client further acknowledges and gives permission to Service Provider to seize equipment listed in Proposal from location listed 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 Equipment is to be maintained completely by Service Provider. Any tampering, repair attempt or service completed by another party on the equipment listed in Proposal will result in the immediate cancellation of this Agreement.

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

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

Upon receipt of written notice of cancellation, Service Provide shall prepare a final invoice for Client, including charges as applicable based upon the Modification or Termination of Agreement provision herein. It shall be the Client's obligation to pay any such invoice within fifteen (15) days of presentation by Service Provider. Where possible, Service Provider will negotiate with Client for a buyout of equipment upon cancellation. Verbal notification and confirmation of the Service Provider and Client informing of the cancellation must also follow the written notice of cancellation. Service Provider acknowledges that all Client data and information stored on Service Provider-owned hardware is the sole property of the Client. If this Agreement is terminated, all Client data and information will be returned to the Client in a usable format.

## 2.7 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 in the Terms of Service.

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

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3<sup>rd</sup> Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.
7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Any and all service, maintenance, and support for IT Assets not covered by this Agreement including but not limited to software, hardware, or infrastructure.
9. Any and all services, maintenance, and support of any home, hotel, aircraft, or mobile networks utilized by Client's employees for remote access to IT Environment, IT Assets or IT Services including but not limited to home desktops/laptops, tablets, thin clients, switches, routers, firewalls, wireless hardware, mobile hot spots, and/or Internet service.
10. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
11. Any and all services not defined within Appendix 2.
12. Project work.
13. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
14. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
15. The cost to replace stolen or missing IT Assets.
16. **Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this Agreement.**
17. Data and data recovery is not covered and is always considered outside the scope of this Agreement.
18. Recovery from an infection or encryption event to the IT Assets or IT Environment that takes more than one (1) hour.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1<sup>st</sup>) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a

malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the Client according to the terms and conditions specified within this Agreement.

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

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

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

## 2.8 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Section 1.2 Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 2.

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

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

# 3.0 Acceptance

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

# 4.0 Payment Information

Our managed services require an electronic method of payment. Please complete one of the following methods:

Pre-Authorized Electronic Payment Agreement			
First and Last Name [Redacted]		Company Name [Redacted]	
<i>For ACH</i>		<i>For Credit Card</i>	
Financial Institution [Redacted]		Card Number [Redacted]	
Routing Number (must be 9-digits) [Redacted]		Expiration Date [Redacted]	
Account Number [Redacted]		CVV Number [Redacted]	
<p>I authorize Decision Digital, Inc. to initiate debit entries to my (our) account indicated above and the financial institution listed above. I further authorize Decision Digital, Inc. to initiate any correcting (credit) entry. I understand that the authorization may be rejected or discontinued by Decision Digital, Inc. at any time. If any of the above information changes, I will promptly complete a new ACH Authorization Agreement. This authority is to remain in full force and effect until Decision Digital, Inc. has received written notification from me (us) of its termination in such time and in such manner as to afford Decision Digital, Inc. a reasonable opportunity to act on it.</p>			
Date (Mo./Day/Yr.) [Redacted]	Signature [Redacted]		Daytime Phone Number [Redacted]
Address: Street [Redacted]		City [Redacted]	State [Redacted]
			ZIP [Redacted]



# Appendix 1 – Definitions

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

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider’s Professional Services Automation (PSA) tool or the Service Provider’s Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client’s end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider’s representative is referred to as Dispatch.
End-user	An end-user is referred to a Client’s colleagues, staff members, and any/all users of the Client’s IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 2. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client’s environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client’s location/site. This includes but is not limited to all IT Assets, the Client’s network, the Client’s Windows Domain, the Client’s Software Installations, the Client’s Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client’s IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client’s IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider’s services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider’s representative is providing services at the Client’s site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this Agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client’s IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client’s IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider’s remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client’s managed workstations/servers/mobile devices and provides tray icon access to the Service Provider’s services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to: firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

# Appendix 2 – Detailed Coverage

For convenience only, and do not describe the specific coverages provided by this Agreement.

## Reduce Risk and Improve Security

Service	Description	Coverage Detail
Antivirus Management	The service of using an Antivirus solution to improve an IT Environments security against spyware, malware, trojans and viruses. Includes deployment, configuration, regular scanning, definition updates, and some infection remediation.	<a href="#">See Group 1 (A2.1) for coverage detail</a>
Backup Management	The service of using a backup product or suite to backup critical data within an IT Environment. Includes configuration, scheduling, management of data backup processes, test restoration, and actual data/file restoration.	<a href="#">See Group 2 (A2.2) for coverage detail</a>
Disaster Recovery	This service is an extension of Backup Management as described above. It is the management of the backup and recovery processes to return a client to full operation after a catastrophic interruption using one or more backup solutions. (This service is provided at multiple levels of service/quality/cost, depending on the Client's needs and requirements.)	<a href="#">See Group 3 (A2.3) for coverage detail</a>
Identity Management	Creation, deletion and ongoing management of user accounts, permissions and access levels across a Client's IT environment. This service is commonly packaged with Helpdesk services.	<a href="#">See Group 4 (A2.4) for coverage detail</a>
Patch Management	A strategy for managing Microsoft Windows patches and updates, and service packs. Includes assessment, testing, deployment, and review of patches/updates	<a href="#">See Group 5 (A2.5) for coverage detail</a>

## Promote Productivity and Performance

Service	Description	Coverage Detail
Server Management	Maintenance and monitoring of hardware and software on Windows Servers to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	<a href="#">See Group 7 (A2.7) for coverage detail</a>
Workstation Management	Maintenance and monitoring of hardware and software on Windows Workstations and Laptops to ensure optimal functionality. (Recommended packaging with; Antivirus Management, Backup Management, Disaster Recovery, Patch Management, and Software Management)	<a href="#">See Group 8 (A2.8) for coverage detail</a>
Network Management	The service of managing the configuration, operation, and health of an IT Environment's network. This includes configuration of various network devices, internet connectivity, dns settings, vpn setup and configuration, and troubleshooting.	<a href="#">See Group 9 (A2.9) for coverage detail</a>
Software Management	Tracking, deploying, configuring, monitoring, and management of covered software in the client's environment. This service is commonly packaged with workstation and server management. It is also having some overlap with IT Asset Management.	<a href="#">See Group 10 (A2.10) for coverage detail</a>
Helpdesk Coverage	A single point of contact for a client to receive service and support. This includes triage, escalation, problem management, and level one/two/three levels of technical support. (Recommended packaging with the following other user-centric services; identity management and email management.)	<a href="#">See Group 11 (A2.11) for coverage detail</a>
Email Management	Monitor and maintain email availability, spam filtering, and malware filtering. This service is commonly packaged with Helpdesk services.	<a href="#">See Group 13 (A2.12) for coverage detail</a>

## Guide IT Strategy & Business Alignment

Service	Description	Coverage Detail
IT Procurement	Assistance in purchasing, procurement, and acquisition of IT Assets, including hardware, software, licensing, and cloud services.	<a href="#">See Group 15 (A2.15) for coverage detail</a>
IT Policy Management	Assist in developing, managing and maintaining standards that govern the use of the Client IT Environment and IT Assets. This includes network, internet, and access to data.	<a href="#">See Group 6 (A2.6) for coverage detail</a>
Vendor Management	Assistance with developing and maintaining vendor relationships. Includes the management of support requests with Managed Vendors detailed in Group 16.	<a href="#">See Group 16 (A2.16) for coverage detail</a>
IT Asset Management	The discovery, inventorying, tracking, and management of IT assets during and throughout their life cycle.	<a href="#">See Group 17 (A2.17) for coverage detail</a>
IT Consulting/Virtual CIO	Advisory services to help clients assess technology strategies to ensure they align with business strategies.	<a href="#">See Group 18 (A2.18) for coverage detail</a>



## Group 1 – Antivirus Management Coverage (A2.1)

Service Provider Activities	Frequency	Detailed Description
Remediate Monitor Alerts	As Needed	System alerts generated by RMM
Remediate Malware/Virus Infection	As Needed	Address AV issues identified by RMM
Adjust Antivirus Configuration	As Needed	Modify AV exceptions and settings
Monitors & Service Monitoring*	Frequency	Detailed Description
AV - Disabled	Continuous	RMM Review of AV status
AV - Out of Date	Continuous	RMM Review of AV status
AV - Software Missing	Continuous	RMM Review of AV status
Value Reporting*	Frequency	Detailed Description
Antivirus Policy	Quarterly	Report of AV settings
Antivirus Threats	Monthly	Report of AV threats and interference
Service Onboarding Activities	Frequency	Detailed Description
Setup and Configure Antivirus Server	Once per Client	
Deploy Antivirus to Workstations	Once per workstation	
Deploy Antivirus to Servers	Once per server	
Serviceable Technologies	Supported Versions and Releases	
Webroot antivirus	Latest	
ThreatTrak VIPRE	Latest	
SentinelOne	Latest	
Huntress	Latest	
Serviceable Conditions		
Antivirus is licensed, warranted and supported by vendor.		
Coverage Exclusions & Exceptions		
Antivirus software/license purchases		
Malware remediation due to injection or negligent Client end-user activity.		
Remediation of issues resulting from defective or incompatible Antivirus Definition or engine updates, whether manual or automatic.		
Service Levels & Performance Goals		
Antivirus Software Installed and Running on at least 95% of provisioned devices		
Service Level & Performance Exceptions		
Malware is unpredictable and in turn, so is remediation. Therefore, remediation attempts do not fall under general resolution service levels.		
Mass infections of a Client environment due to the unpredictable nature of malware, service levels cannot be guaranteed.		

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

## Group 2 - Backup Management (A2.2)

Service Provider Activities	Frequency	Detailed Description
Backup Check	Daily	Automatic system monitoring of backup success
Test File Restore	Monthly	Automatic system test restores
Remediate Failing Backups	As Needed	Review and failed backup jobs and remediate
Restore Files / Data	As Needed	Restore files as requested by client
Monitors & Service Monitoring*	Frequency	Detailed Description
BU – Job Running > 8 Hours	Continuous	The backups configuration may need adjusted
BU - Backup Failed	Continuous	The backup failed and needs reviewed
BU – Verify Backup Job Failed	Continuous	The backup could not be verified as successful and needs tested
BU – Backup Failed to Configure Job	Continuous	The backup process did not begin properly
Value Reporting*	Frequency	Detailed Description
Health Report	Daily	Provides a count of failed / successful backup jobs
Backup Set(s) Audit	Quarterly	Provides a report of selected files/folders in backup sets
Service Onboarding Activities	Frequency	Detailed Description
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current backups and current needs
Configure, Deploy, and Test Backup Technology	Technology Dependent	
Serviceable Technologies	Supported Versions and Releases	
Hypervault	Latest two major releases	
Veeam Backup and Replicate	Latest two major releases	
ConnectWise BCDR	Latest two major releases	
Azure Backup	Latest two major releases	
Serviceable Conditions		
Adequate, current, and actively licensed backup software		
Storage space enough for the successful completion of backup jobs & retention periods		
Stable, reliable Internet connectivity		
Adequate and reasonably fast access to any/all remote, tape, or other physical backup data (Service levels are contingent upon this)		
Coverage Exclusions & Exceptions		
Data and storage charges and fees		
The cost of any necessary software licenses		
The cost of temporary, permanent, and archival storage		
Data is not and cannot be guaranteed (However, this service is a method to help protect data)		
Service Levels & Performance Goals		
Backup jobs successful 95% of the time		
File Restore within general service levels listed in Coverage Summary (Technology and environment dependent)		
Service Level & Performance Exceptions		
Challenges with the technology that require the involvement of the backup technologies' vendor/manufacture		
Recovery of any/all files or data not included within original scoping requirements		
Technological limitations that prevent swifter data recovery (e.g. Internet bandwidth, available local storage or resources)		

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

### Group 3 – Disaster Recovery Management (A2.3)

Service Provider Activities	Frequency	Detailed Description
Off-site data transfer check	Daily	Report backup success and failure
Off-site data transfer issue remediation	As Needed	Intervention when alerted to backup system issue
Excessive data transfer review	As Needed	Intervention when alerted to backup system issue
Monitors & Service Monitoring*	Frequency	Detailed Description
DR Offsite Transfer Excessive* <Critical>	Continuous	There is much more data queued to transfer than usual
DR Offsite Transfer Nearing Cap*	Continuous	Warning that transfer cap is nearing cap and charges possible
DR Offsite Transfer Failure*	Continuous	Warning that the offsite transfer is not functioning
Value Reporting*	Frequency	Detailed Description
DR Offsite Transfer Status*	Daily	Report backup success and failure
Service Onboarding Activities	Frequency	Detailed Description
Evaluate current backup job(s) and requirements	Once per Client	Work with Client to assess current DR plan and needs
Configure, Deploy, and Test DR Technology	Technology Dependent	
Serviceable Technologies	Supported Versions and Releases	
Microsoft Hyper-V Replication	Latest two major releases	
Azure Site Recovery	Latest two major releases	
Synology Replication	Latest two major releases	
Serviceable Conditions	Adequate storage, internet bandwidth, and software licenses	
Coverage Exclusions & Exceptions	Data transfer and storage charges and fees	
Service Levels & Performance Goals	Offsite data transfer within 24 hours of current data. (Technology and environment dependent)	
Service Level & Performance Exceptions	Excessive bandwidth use, inadequate bandwidth, or high change rate at customer location that causes data transfer delays and/or failures	

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

#### Group 4 – Identity Management Coverage (A2.4)

Service Provider Activities	Frequency	Detailed Description
Domain User Permission Management	Continuous	Monitor AD user permissions
Domain User Password Resets and Account Unlocks	As Needed	Approved user requested access
Domain User Setup	As Needed	Approved user requested access
Domain Group and Folder Permission Management	As Needed	Approved user requested access
Monitors & Service Monitoring*	Frequency	Detailed Description
Offline Domain Controller(s)	Continuous	Monitoring for offline Domain Controllers
Locked Out User Accounts	Continuous	Monitor for accounts that become locked out
Value Reporting*	Frequency	Detailed Description
30 Day AD Changes	As Needed	Report as requested by client of AD changes
Login Status Report	As Needed	Report as requested by client of system logins
Service Onboarding Activities	Frequency	Detailed Description
Active Directory Review and Cleanup	Once Per Client	
Setup of Administrative and Support User Accounts	Once Per Client	
Serviceable Technologies	Supported Versions and Releases	
Microsoft Windows Domain	Latest three major releases	
Serviceable Conditions		
Active Directory has been cleaned up and standardized to the Service Provider's specifications.		
User must be physically or wirelessly connected to the Domain network and maintain an adequate internet connection		
Coverage Exclusions & Exceptions		
Microsoft Server and Active Directory Licensing		
The costs to manage, implement, and/or procure a single sign on solution		
Extensive or overly complex GPO conditions that were not built by our team		
Remediation of policy or permission changes performed by non-Decision Digital authorized personnel		
Service Levels & Performance Goals		
Active Directory Uptime to equal or exceed 98% by means of server uptime and routine backups		
Service Level & Performance Exceptions		
Non-standard and/or complex multi-site or multi-domain environments		
Remediation of policy or permission changes performed by non-Decision Digital authorized personnel		

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

## Group 5 – Patch Management Coverage (A2.5)

Service Provider Activities	Frequency	Detailed Description
Assess available Microsoft product updates	Once Per Patch	Verify valid patches available
Deploy Service Provider tested and approved updates	Once Per Patch	Automatic monitoring of patches
Validate deployed updates installed successfully	Once Per Patch	Automatic monitoring of patches
Remediate unsuccessful updates	As Needed	Intervention resulting from failed patching alerts
Monitors & Service Monitoring*	Frequency	Detailed Description
UPDATES - Failed	Continuous	RMM Monitor of patch status
UPDATES - Installed	Continuous	RMM Monitor of patch status
UPDATES - Missing Service Pack	Continuous	RMM Monitor of patch status
UPDATES - Out of Date	Continuous	RMM Monitor of patch status
Value Reporting*	Frequency	Detailed Description
Patch Detail	On & Off-Boarding	
Patch Health (The Health Report may replace this.)	Monthly	Monthly Executive Summary report
Service Onboarding Activities	Frequency	Detailed Description
Define & Setup Maintenance Windows with Client		
Define & Setup Patching Policy with Client		
Serviceable Technologies	Supported Versions and Releases	
Windows	Windows 8.1, and greater	
Microsoft Windows Server	2012 R2 and greater	
Serviceable Conditions		
Windows Installation properly activated with a valid license		
Windows Domain configured to Service Provider's recommendations		
Coverage Exclusions & Exceptions		
The cost of any and all OS/equipment/software licenses necessary, to adequately license covered equipment		
Remediation of issues resulting from incompatibility with an installed patch, whether manual or automatic		
Service Levels & Performance Goals		
The Service Provider's proprietary 'Patch Health Compliance rating' when calculated, rates the Client's servers at 95% or greater on average, and 92% for the workstations on average or greater over the month.		
Service Level & Performance Exceptions		
High volume or emergency updates that are released with little/no notification from the manufacturer can impact service levels and are excluded.		
Remediation of issues resulting from incompatibility with an installed patch, whether manual or automatic		

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

**Group 6 – IT Policy Management (A2.6)**

Service Provider Activities		Frequency	Detailed Description
Monitor and enforce agreed upon IT Policies		As Needed	
Assess and review current IT policies		Quarterly	
Monitors & Service Monitoring*		Frequency	Detailed Description
n/a at this time			
Value Reporting*		Frequency	Detailed Description
n/a at this time			
Service Onboarding Activities		Frequency	Detailed Description
Work with Client to learn about business, challenges and compliance requirements		Once Per Client	
Work with Client to assess and define IT policies		Once Per Client	
Project Plans and quote submitted to Client for the configuration of the IT environment to support agreed upon and defined IT Policies		As Needed	
Configure systems to the agreed upon IT policies		Once Per Client	
Submit the IT Policies for legal review		As Needed	
Share drafted IT Policies with Client’s Team		Once Per Version	
Publish the defined IT Policies in a secure and mutually accessible digital site		Once Per Version	
Assess and tune IT policies to ensure desired results		Annual and As Needed	
Serviceable Technologies		Supported Versions and Releases	
Microsoft Windows Domain or Workgroup		Last two major releases	
SAFE – Network Security / Event Tracker		Last two major releases	
Serviceable Conditions			
IT Environment configuration must help support any defined IT Policies.			
Customer has subscribed to our SAFE Network Security/Event Tracking service			
Coverage Exclusions & Exceptions			
Any and all legal fees that relate to the drafting and review of defined IT Policy			
Service Levels & Performance Goals			
Compliance to each policy within defined levels while utilizing any agreed upon measurements being tracked automatically with technology.			
Service Level & Performance Exceptions			
IT Policies are designed for the Client and the Service Provider’s role is to help monitor them for compliance and communicate any discovered breeches to compliance. But this is only possible when the policy can be implemented, tracked, and monitored automatically with technology.			

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

## Group 7 – Server Management Coverage (A2.7)

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

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

## Group 8 – Workstation Management Coverage (A2.8)

Service Provider Activities	Frequency	Detailed Description
Workstation Maintenance	As Needed	Disk, performance, OS configuration, service, and event logs.
Workstation Global Configuration Adjustments	As Needed	If non-standard adjustments are necessary, fees may apply.
Monitors & Service Monitoring*	Frequency	Detailed Description
DRV - Fragmentation > 30 %	Continuous	RMM Monitor
DRV - Free Space Remaining < 10% Total Size or 2GB	Continuous	RMM Monitor
DRV - MFT Fragmentation	Continuous	RMM Monitor
DRV - Smart Failures	Continuous	RMM Monitor
HDW - Hardware Changes Detected	Continuous	RMM Monitor
PF - Low Memory	Continuous	RMM Monitor
PF - 90% Plus Avg CPU	Continuous	RMM Monitor
REG - Windows Startup Overloaded	Continuous	RMM Monitor
SVC - Auto Services Stopped	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
UPTIME - WKS 2 Weeks Since Reboot*	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Health Report	Monthly	Client requested monthly system health report form RMM
Service Onboarding Activities	Frequency	Detailed Description
Deploy Service Provider's management agents	Once Per Server	
Complete workstation onboarding documentation	Once Per Server	
Establish, implement, and image wks. config. standards	Once Per Wks. Type	The "type" is determined by software & OS configuration
Address monitor alerts	As Needed	
Serviceable Technologies	Supported Versions and Releases	
Windows	Windows 8.1 and greater	
Serviceable Conditions		
Workstation configuration, physical state, and general health meets or exceed minimum Service requirements		
Coverage Exclusions & Exceptions		
The cost for any and all hardware and software required to ensure defined service levels and performance expectations.		
The cost to recover from catastrophic failures due to user-performed action, hardware/software failure, infection/encryption, or act of god		
Remediation of issues causes by changes or modifications performed by non-Decision Digital authorized personnel		
Service Levels & Performance Goals		
Workstation Proprietary Performance Benchmarks Improve or Remain Stable. When this is not true and maintenance has been performed successfully, the manufacturer will be contacted, or other project/parts/replacements will be recommended to ensure consistent service levels.		
Service Level & Performance Exceptions		
Turnaround on hardware failure cannot be guaranteed.		
Vendor/manufacturer warranted repairs are excluded from the general and specific service levels defined		
Any and all 3 <sup>rd</sup> party adjustments that lead to any/all downtime will be excluded from defined service and performance levels.		
Catastrophic failures beyond our control		

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



## Group 9 – Network Management Coverage (A2.9)

Service Provider Activities	Frequency	Detailed Description
Network device configuration adjustment	As Needed	Client requested modification to current configuration
Troubleshoot network issues	As Needed	Address network issues generated from system alerts
VPN and Remote Access adjustments	As Needed	Client requested modification to current configuration
Assessment and Device Reboot	Quarterly	Address network issues generated from system alerts
Minor Cabling Adjustments	As Needed	Client requested modification to current configuration
Monitors & Service Monitoring*	Frequency	Detailed Description
TCP- Suspicious Ports	Continuous	RMM Monitor
EV - TCPMax Connections Reached	Continuous	RMM Monitor
LT - Offline Locations* <Critical>	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
n/a		
Service Onboarding Activities	Frequency	Detailed Description
Network Configuration Assessment & Documentation	Once Per Site	
Network Configuration Standards Implementation	Once Per Site	
Cabling Clean Up and Documentation	Once Per Site	
Serviceable Technologies	Supported Versions and Releases	
WatchGuard Firewalls & Wireless Access Points	Current in-life products with software within last two versions	
Various make and model network switches	Current in-life products within last two firmware versions	
Ruckus Wireless Controllers and Access Points	Current in-life products within last two firmware versions	
Synology Network Storage Devices	Current in-life products with software within last two versions	
APC Uninterrupted Power Systems	Current in-life products with software within last two versions	
Serviceable Conditions		
All network equipment is warranted and supported by their respective manufacturers/vendors.		
The internet connection and network environment cabling and wireless signal is adequate.		
Coverage Exclusions & Exceptions		
The cost to do setup and configure anything new. (New VPN setup, network jack punch, etc.)		
The cost of any hardware, software, or licenses necessary.		
Remediation of issues caused by changes or modifications performed by non-Decision Digital authorized personnel		
Remediation of wireless performance issues caused by surrounding interference or inadequate hardware		
Service Levels & Performance Goals		
Network Uptime 99% or greater		
Service Level & Performance Exceptions		
In the event of a denial of service attack, service levels and performance benchmarks will not apply.		
Wireless range and performance cannot be guaranteed due to the nature of wireless technology and surrounding interference.		

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

## Group 10 – Software Management Coverage (A2.10)

Service Provider Activities	Frequency	Detailed Description
Install or deploy approved software	As Needed	Software installation and verification
Perform minor updates to approved software	As Needed	Software remediation and updates
Uninstall unapproved software	As Needed	Software removal
Logging, tracking, and assessment of licenses	Continuous	RMM Software monitor
Monitors & Service Monitoring*	Frequency	Detailed Description
SW – Blacklisted Install	Continuous	RMM Monitor
SW - Expired Product Keys	Continuous	RMM Monitor
SW - Over Licenses	Continuous	RMM Monitor
SW - Installed New	Continuous	RMM Monitor
SW - Uninstalled	Continuous	RMM Monitor
SW - Application Crash	Continuous	RMM Monitor
Value Reporting*	Frequency	Detailed Description
Software List	Annual and As Needed	Detailed software list per device
Product Key Summary	Annual and As Needed	Detailed product key list per device
Service Onboarding Activities	Frequency	Detailed Description
Create remote and silent installation packages		
Audit, review, classify, and document in use software		
Serviceable Technologies	Supported Versions and Releases	
Listed application elements within CARE contract	Latest 3 releases	
Microsoft Office	Latest 3 releases	
Serviceable Conditions	Licensed, warranted, and supported by vendor	
	Support for application is reasonably economical and application is being actively maintained by vendor. (Bug fixes/etc.)	
Coverage Exclusions & Exceptions	The cost of any software or software licenses.	
	Vendor support charges or fees.	
	Any new software deployments or installations.	
	Large or complex software deployments that require a time investment of the Service Provider that exceeds 4 hours or 10 minutes per workstation.	
	Remediation of issues due to application bugs, inadequacies, or incompatibilities between the application and the device where it will operate	
	Remediation of issues caused by changes or modifications performed by non-Decision Digital authorized personnel	
Service Levels & Performance Goals	Software standards defined and applied to at least 90% of workstations in production.	
	All software exceptions logged and tracked by the Service Provider.	
	All approved software applications can be silently and remotely deployed.	
Service Level & Performance Exceptions	Large, complex, or new software deployments cannot follow the general standard service levels defined.	
	Remediation of issues caused by changes or modifications performed by non-Decision Digital authorized personnel	

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

**Group 11 – Helpdesk Coverage (A2.11)**

<b>Service Provider Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Level 1 End User Desktop & Mobile Device Support	Continuous	IT issue assessment, diagnostics, and remote remediation via chat, phone, and email or silently without end-user interruption.
Minor situational end-user IT education	As Needed	
Provide as needed IT services on per-request basis	As Needed	Includes any services defined within this agreement.
<b>Monitors &amp; Service Monitoring*</b>	<b>Frequency</b>	<b>Detailed Description</b>
N/A		
<b>Value Reporting*</b>	<b>Frequency</b>	<b>Detailed Description</b>
Ticket Summary Report	As Occurs	Service order work is available 24x7 via customer portal
<b>Service Onboarding Activities</b>	<b>Frequency</b>	<b>Detailed Description</b>
Service Provider’s helpdesk learns about Client	Once Per Engineer	Approach depends on the Client’s IT environment, size, business model, and culture.
Client’s end-users learn how to work with Service Provider	Once Per Client	This is often most successful by printing the processes and sharing them digitally.
<b>Serviceable Technologies</b>	<b>Supported Versions and Releases</b>	
Windows	Latest two OS versions	
Mac	Latest two OS versions	
Common Windows Software Applications	Products and applications for Adobe, Apple, Intuit, Google	
Microsoft Office Suite	Latest two releases	
<b>Serviceable Conditions</b>		
N/A		
<b>Coverage Exclusions &amp; Exceptions</b>		
Services will only be provided on covered IT assets, users, client sites, and will not exceed the scope of the services defined within this agreement.		
The cost of any hardware, software, or licenses necessary to the successful resolution of Client requests are not included. Given this becomes necessary, the Service Provider will draft a quote and seek appropriate approvals.		
When it is determined the support should be hands-on, escalated to level 2 or extends to the OS or faulting hardware or software		
<b>Service Levels &amp; Performance Goals</b>		
General service levels apply		
<b>Service Level &amp; Performance Exceptions</b>		
End user is unavailable to receive support, whether verbal, chat, or remote control at the time of the request or follow up from help desk personnel		

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

## Group 12 – Email Management Coverage (A2.12)

Service Provider Activities	Frequency	Detailed Description
Assessment and troubleshooting of mail flow issues	As Needed	
Exchange server maintenance	As Needed	
Spam filter tuning	Quarterly	A survey will check with your end-users
Monitors & Service Monitoring*	Frequency	Detailed Description
EV - Backlisted Events - Exchange Server <Critical>	Continuous	
Perf - Active Mailbox Delivery Queue <Critical>	Continuous	
Perf - Active Non-SMTP Delivery Queue	Continuous	
Perf - Active Remote Delivery Queue Length <Critical>	Continuous	
Email Services Monitors <Critical>	Continuous	
TCP - SMTP External Connections	Continuous	
TCP - SMTP Port 25	Continuous	
TCP - SMTPAUTH Port 587	Continuous	
Value Reporting*	Frequency	Detailed Description
Health Report	As Needed	
Service Onboarding Activities	Frequency	Detailed Description
Email configuration assessment		
Email configuration standards set		
Spam solutions configured		
Serviceable Technologies	Supported Versions and Releases	
Microsoft 365	Latest release	
Microsoft Exchange	Latest two releases	
Serviceable Conditions		
Access to the exchange server and/or office 365 management portal are current and provide adequate permission levels.		
Any licensing or subscription fees associated to the cloud service		
Coverage Exclusions & Exceptions		
Any licensing or subscription fees associated to the cloud service		
The cost of any software or software licenses.		
Vendor support charges or fees.		
Service Levels & Performance Goals		
Email uptime is at least 99% - (Contingent upon vendor and cloud provider's turnaround.)		
Service Level & Performance Exceptions		
In the event an outage is caused by fault in the product or service, outside of the control of the Service Provider, promised service levels cannot be guaranteed.		
Cloud Services are managed, supported, and services by the vendor and in turn, delays caused by the vendor are exempt		

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

**Group 13 – IT Procurement Coverage (A2.13)**

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

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



**Group 14 – Vendor Management Coverage (A2.14)**

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

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

**Group 15 – IT Asset Management Coverage (A2.15)**

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

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



**Group 16 – Professional Services Consulting/Virtual CIO Coverage (A2.16)**

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

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