

STATEMENT OF WORK MASTER

TOTAL CARE

Statement Of Work ("SOW")

This Statement Of Work is entered as of January 1, 2016 ("SOW Effective Date") by and between:

Managed Services Provider ("MSP")

Business System Solutions, Inc.
928 Robinson Street
West Lafayette, IN 47906

Managed Services Client ("Client")

Client signing Statement Of Work or other MSP Agreement

Supplement to Master Client Agreement dated January 1, 2016

1. Services Description.

The Managed Service plan is designed to provide pro-active monitoring and support services that anticipate and prevent IT problems before they occur. The Service is built upon the successful installation and configuration of technologies that MSP's Helpdesk Team and Professional Services Team utilize to monitor and maintain critical technology systems.

2. Deliverables Description

2.1. MSP will deliver the Service pursuant to the terms of this SOW. This SOW will serve to describe the on-going Services in detail.

2.2 Hardware and Software Licensing and Support

MSP shall provide support of all hardware and systems specified in Section 5, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts are readily available, and all Software is Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement, and an appropriate replacement will be recommended. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

2.3 Virus Recovery for Current, Licensed Antivirus Protected Systems

Damages caused by, and recovery from, virus infection not detected and quarantined by the latest Antivirus definitions are covered under the terms of this Agreement. This Service is limited to those systems protected with a Currently Licensed, Vendor-Supported Antivirus Solution and/or MSP protected system.

2.4 Monitoring Services

MSP will provide on-going monitoring and security services of all critical devices as indicated in attached Section 5. MSP will provide monthly email reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, MSP shall make every attempt to rectify the condition in a timely manner through remote means.

2.5 Services Outside Standard Business Hours

After Hours based services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Section 6.

3. Minimum Compliance Standards:

In order for Client's environment to qualify for Total Care, the following requirements must be met:

- a. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- b. All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 7 Professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- c. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- d. The environment must have the BSS DataVault Backup Solution for SupportIT or RemoteIT.
- e. Email must be protected with licensed, server based spam filter, such as the BSS Email Manager.
- f. Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- g. Servers must be 5 years old or less and PCs and laptops must be 6 years old or less in age.
- h. All additional hardware and software must be vendor support and covered under a vendor maintenance agreement.

Costs required to bring Client's environment to Minimum Standards are additional hourly charges shown Section 6.0.

4. SOW Terms

4.1 Implementation Process Time Table

The following time table is initiated upon Client's signature of the Agreement, this SOW, and first payment.

- a. Week 1:
 - i. A Professional Services Team (PST) member will come on-site to create initial network documentation, as well as audit your network for potential problem areas.
 - ii. PST initiates Services implementation including monitoring technologies.
- b. Week 2
 - i. Helpdesk Team (HT) sets up users in our Help Desk system.
 - ii. HT initiates any initial service requests to address potential issues found in Audit.
- c. Week 3
 - i. HT should be up and running with new web help desk tickets.
 - ii. PST should begin reports and assisting HT with any needed issues.

4.2 Included Services

Service rendered under this Agreement includes the following features:

- a. 24/7 Web Help Desk (Monitor Support Tickets)
- b. 24/7 Network Monitoring
- c. Virus Definition Updates
- d. Microsoft Patch Management
- e. On-Site (and Remote if used) Backup Monitoring of MSP Data Vault
- f. Spyware Monitoring and Removal
- g. Add and Remove Users from Server (Active Directory) ⁽¹⁾
- h. Spam filtering using the MSP Email Manager ⁽¹⁾
- i. Executive Monthly Report – Professional Services Team
- j. Install standard server software including annual antivirus renewals or new antivirus software if recommended, ⁽¹⁾ Windows updates, other monitoring software updates. (Labor only. Software and hardware costs are additional.) ⁽¹⁾
- k. Install standard PC software including antivirus upgrades, windows updates, printer drivers, and Microsoft office updates. (Labor only. Software and hardware costs are additional) ⁽¹⁾
- l. **Once** a year a technician will come on-site and conduct a thorough audit and tune up of your network and servers.
- m. Technology Review and Planning Meeting once a year.
- n. Vendor Liaison ⁽¹⁾
- o. Installation of NEW hardware and software purchased by Client with MSP recommendation and approval. ⁽¹⁾
- p. In the case of fire, flood, or other disaster, we will restore your server to its original state. (Labor only. Software and hardware costs are additional.) BSS Data Vault is required. ⁽¹⁾

⁽¹⁾ For CompleteIT and Total IT only, discounted for Remote IT and Protection Plus. Must have a current contract with vendor for support.

4.4 Excluded Services

Service rendered under this Agreement does not include:

- a. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- b. The cost of any parts, equipment, or shipping charges of any kind.
- c. The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- d. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- e. The cost to bring Client's environment up to minimum standards required for Service Compliance.
- f. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- g. Service and repair made necessary by the alteration or modification of equipment other than that authorized by MSP, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than MSP.
- h. Maintenance of Application software packages, whether acquired from MSP or any other source unless as specified in Section 6.0.
- i. Programming (modification of software code) and program (software) maintenance.
- j. Website creation or maintenance.
- k. Travel Costs.
- l. Training Services of any kind.
- m. POS Hardware will be serviced by 3rd Party Provider.

4.5 Travel costs

Travel costs to and from Client's primary location of business for on-site is quoted within this agreement within Tippecanoe county, Indiana. Travel costs to additional locations will be charged a per mile fee (base on IRS standards) and a half rate hourly fee will be accessed.

5.0 Supported Technologies and Personnel

5.1 Included MSP Services

Supported Equipment:

Windows Managed Servers
 Managed Desktops / Laptops
 Managed Printers
 Switches, routers, terminals
 (Other Equipment/Vendors listed in section 5.3 - IP based equipment)

Non-Supported Equipment:

Hardware that does not have vendor support contract.

Standard Supported Applications:

MS Office 2010 or above
 MS Windows 7 Pro or above
 Server 2008 or above
 Adobe Acrobat 10 or above
 Business Software listed in section 5 of SOW

Non-Supported Applications:

Software that does not have vendor support contract

5.2 Location(s) where services are to be performed:

Listed in Statement of Work – Client Agreement

Remote support will be done from the offices of MSP, over the phone, web help desk communication, or through email. With the prior approval of CLIENT, from time to time equipment may be brought to the offices of MSP for service.

5.3 3rd Party Supported Providers

Client authorizes MSP to contact the 3rd party support providers on behalf of Client. Client also authorizes MSP to make changes on behalf of Client.

Communications with vendors listed below will be incorporated into the scope of this Agreement. The addition of 3rd Party Vendors not listed at the signing of this Agreement, if acceptable to MSP, may result in an adjustment to the Client's monthly charges. This list should refer to "3rd Party Supported Applications" reference in section 4.2 above.

Must have all listed to be covered under support in section 6: Digital Copiers, Phone Service, Non-Windows Servers, etc.

Listed in Statement of Work – Client Agreement

6.0 Service and Fee Schedule

6.1 Fees

Fees for **Service** will be **(shown in Statement of Work – Client Agreement) per month** with invoices sent 30 days ahead and will be due **by the 1st of each month**. The Service will begin on the SOW Effective Date – so first invoice is due by this date, and next invoices will come about this time due by the 1st of the next month). The Service will be suspended if payment is not received within 10 days following date due.

The SOW amount applies to labor only. All other expenses, such as hardware and software, will be in addition to the SOW and will be invoiced separately and due on delivery. **There will be a penalty charge, 10% of invoice, on any invoice not paid within 10 days of due date**, and an additional service charge of 1.5% per month on any unpaid invoices over thirty days.

Additional Units: Additional Servers, PCs, laptops, and terminals will be installed per above SOW Agreement and monthly rate will be increased, based on the count of additional units, beginning the next monthly billing period, based on fee in "Proposal dated" shown in section 6.0.

6.2 Hourly Rates for Additional Work

Listed in Statement of Work – Client Agreement.

Each onsite visit will have a trip charge. Any afterhours work requested by client.

Trip charges, remote and onsite work, and emergency work will be invoiced on a regular basis. **There will be a service charge of 1.5% per month on any unpaid invoices over thirty days.**

6.3 Fee Increases

Increase in Consumer Price Index (CPI). If during the initial term or any renewal term there is an increase in the CPI as published by the Bureau of Labor Statistics (www.bls.gov/cpi) over the CPI reported for the month of the SOW Effective Date, we may increase your fees by the same percentage as the increase in the CPI, provided that we may not increase your fees under this subsection more often than once per twelve (12) months, and we must give you at least thirty (30) days advance written notice of the increase. (Example: If you signed during June of 2009 the CPI was 215.693 and then April of 2011 it was 218.009 the increase during that time was 1.07%, we may raise your fees by up to 1.07%, and then cannot raise them again for another 12 months)

6.4 Terms of Service

The term of the Service will be *(shown in Statement of Work – Client Agreement)* years from SOW Effective Date. The SOW Agreement automatically renews for a subsequent *(shown in Statement of Work – Client Agreement)* years beginning on the day immediately following the end of the initial term, unless either party gives the other sixty (60) days prior written notice of its intent not to renew this agreement.

6.5 Termination

- a. This SOW Agreement may be terminated by the Client for any reason during the first 60 days, with a written notice received before the end of 60 days from SOW Effective Date. Client will only be responsible for the Fees of the first 60 days and no other termination fees.
- b. After the first 60 days until the end of the term of this SOW Agreement:
 1. SOW Agreement may be terminated for cause by the Client upon sixty (60) days written notice if BSS Fails to fulfill in any material aspect of its obligations under this SOW Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 2. SOW Agreement may be terminated for convenience by the Client at any time upon sixty (60) days written notice with the following early termination fee. In addition to other amounts you may owe, you must pay an early termination fee equal to the total monthly recurring fees for the remaining portion of the then-current term.
 3. Client will not be charged an early termination fee under this Section in the event Client terminates this SOW Agreement as part of an agreement to establish a new SOW Agreement with MSP.
 4. SOW Agreement may be terminated for cause by MSP upon sixty (60) days written notice if there is a breach of Clients payments or terms of this contract. In addition to other amounts you may owe, you must pay an early termination fee equal to the total monthly recurring fees for the remaining portion of the then-current term.
 5. SOW Agreement may be terminated for convenience by MSP at any time upon sixty (60) days written notice with no termination fee
- c. If either party terminates this SOW Agreement after the first 60 days, BSS will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay BSS the actual costs of rendering such assistance as well as above termination fees.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and outline in a separate SOW.

By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will. This Contract is effective only upon execution by MSP and Client.

Business System Solutions, Inc.

Client

Signatures in *Statement of Work – Client Agreement*