

## 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”, “FWC”, “us” or “our”) and the client whose name and authorized signatory appear in the signature block of this SOW (“Client”, “you” or “your”), below. 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, “Services”) will commence on the following date: The date that Framework deploys its CareFree Monitoring Agent to the client’s applicable covered devices (“Commencement Date”). The Services will continue to be provided until the term of this SOW expires, unless sooner terminated pursuant to the Agreement or as expressly indicated herein.
- 2. Services.** Subject to the terms described in this SOW and the attached Schedule 1, FWC shall provide the services listed in Schedule 2, attached (“Services”), for the devices listed in Schedule 3. The services provided as part of Schedule 2 are subject to change, at FWC’s discretion.
- 3. Exclusions.** The following services are expressly excluded under this SOW:
  - A. The Care Free IT Maintenance Agreement does not cover repair malfunctions or damages caused by:
    - The actions of non-authorized personnel or non-authorized added attachments to equipment or non-FWC installed equipment or software or modification of equipment or software;
    - Failure of Client to follow operation or maintenance instructions of the equipment or software manufacturer for equipment or software included in Client’s IT system;
    - Failure to permit FWC timely access to Client’s equipment or software to perform maintenance;
    - Failure of equipment not covered by the Care Free IT Maintenance Agreement
  - B. The movement or relocation of any covered equipment. You agree to notify FWC prior to any equipment moves.
  - C. Loss or corruption of data records.
  - D. Results or effects from failure of the Client’s data network or its components such as: Ethernet switches, routers, hubs, data wiring.
  - E. System failures or damage incurred or attributable to the interruption of internet services by Client’s Internet Service Providers.
  - F. Lightning strikes or other electrical surges and Force Majeure.
  - G. Physical Equipment Moves, System Additions, or System Changes or Upgrades, also known as Moves, Adds, Changes or MAC’s.

#### **4. Assumptions / Minimum Requirements**

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Documentation related to the existing and proposed infrastructure/network. This could include segment addresses, WAN links, VLAN's, existing equipment authentication credentials, and any other documentation or information requested by FWC.
- Copies of all currently operational software programs.

**5. Authorized Contact(s)**

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

- Name: \_\_\_\_\_  
Contact Information: \_\_\_\_\_
- Name: \_\_\_\_\_  
Contact Information: \_\_\_\_\_

**6. Fees.** Fees vary per client. Client agrees to pay Fees that are dictated by the quote you authorized for these services. Any Services not covered by this SOW shall be subject to FWC's standard Rate Tables.

**7. Term.**

The Services will continue for the term indicated on the quote you authorized for the services. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless one party notifies the other of its intention to terminate this SOW at the end of the then-current term.

## **SCHEDULE 1**

### **Maintenance Services**

Unless otherwise provided in this SOW, maintenance services shall be applied in accordance with the recommended 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 Managed Peripheral. Repair and/or device remediation services are not covered under the Company's maintenance service plan, and shall be provided on an hourly basis to 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 FWC-designated policies, which may be modified by FWC or the Client as necessary or desired from time to time, with FWC's approval. Initially, the policies will be set to a baseline standard as determined by FWC; 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"); however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

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 CareFree Data Backup & Disaster Recovery as a Service agreement to compliment the CareFree Managed IT 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 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 of stored data to mitigate against the unintentional loss of data.

Unless otherwise expressly stated in this 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.

### **Vendor Management**

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

### **Virtual CIO 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 Client list or place the VCIO on Client's corporate records or accounts. At all times the VCIO will remain an employee of FWC, and FWC shall be an independent contractor of Client.

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

As part of its VCIO services, FWC may provide Client with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for 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. FWC 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)**

- Network
  - 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
    - Immediate access to equipment and statistics from management portal
    - Easily accessed from the Internet with secure login authentication
  - Proactive Network Alerts
    - Monitoring and real-time alerting
    - Able to create tickets based on performance
  - Monitor events, alerts, SNMP trap, and other messages in a single web console
    - Advanced information reporting monitors chassis fan and temperature of all network equipment
    - Filters unnecessary alerts to only report emergencies
  - Monitor and manage wireless networks and access points
    - Real time statistics and availability reporting
    - Centralized alerting for wireless environments
    - End user statistic reporting including wifi 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

- PC Workstation(s)
  - Anti-Virus Software Management and Updating
  - Proactive Monitoring and Removal of Virus, Spyware and Malware and System Cleaning
  - Automated Hard Disk Scans
  - Performance Monitoring
    - Memory
    - Hard Drive
    - CPU
  - Monitoring for Key Stopped or Failed Services
  - Monitor for Blacklisted Software Installs
  - Uptime Monitoring
  - Automated Maintenance Routines
    - Temporary File and Cache Clean Up
    - Automated Disk Defragmentation
    - Windows Updating
    - Monitor Failed Updates
  
- Server(s)
  - Anti-Virus Software Management and Updating
  - Proactive Monitoring and Removal of Virus, Spyware and Malware and System Cleaning
  - Monitoring for Stopped or Failed Services
  - Automated Hard Disk Scans
  - Performance Monitoring
    - Memory
    - Hard Drive
    - CPU
  - Software Install and Uninstall Monitoring
  - Monitor for Blacklisted Software Installs
  - Uptime Monitoring
  - 24/7 Internet Connection Monitoring
  - Monitor for Drive and RAID Failures
  - Automated Maintenance Routines
    - Temporary File and Cache Clean Up
    - Automated Disk Defragmentation
    - Windows Updating
    - Monitor Failed Updates
  - VMWare Host Monitoring
  
- Data Backup and Disaster Recovery (if applicable) Health Checks

## **Help Desk:**

- Unlimited Remote and Onsite Help Desk Support for Covered Issues (Onsite included in Advanced Plan Only)
  - Service Level Agreement Response Time
    - 2 Hours Monday – Friday 8 A.M. – 5 P.M. CST
  - Server Support
  - Router, Switch and Firewall Support
  - Server Application Support
  - Email System Support
  - Storage Device Support
  - Wireless Network Support
- Customer Service Portal with Ticketing Information and History
- Email, Portal, Desktop Agent, and Live Customer Service Hotline Ticket Submission
- Committed Response Time and Tracked SLA Performance
- Vendor Management
  - Telephone Service Provider
  - Internet Service Provider
  - Third Party Copier/Scanner/Fax Peripheral Network Connection Management
  - Application Vendors
    - Software Assurance Management
  - Hardware Vendors
    - Warranty Management
  - Cloud Vendors
- Monthly Help Desk Ticket Reporting

## **vCIO**

- Strategic Consulting
- Technology Summary
- Technology Plan
  - Business Initiatives, Goals, Projects, Timelines, Statuses, and Future Recommendations
- Growth and Capacity Planning
- Technology Budget Planning
- Vendor Assessment
- Client Education



### **Schedule 3**

The covered equipment will be listed on the signed quote associated with these services.