

## 1. Term of Agreement

This Agreement between \_\_\_\_\_, herein referred to as Client, and Wood Dragon IT, LLC, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of three years, and be reviewed annually to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will not exceed 12.5% of the value of the existing monthly fees due under this Agreement. The Service Agreement automatically renews for a subsequent three-year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other ninety (90) days prior written notice of its intent not to renew this Agreement.

1. This Agreement may be terminated by the Client upon ninety (90) days written notice if the Service Provider:
  - i. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - ii. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) 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.
2. This Agreement may be terminated by the Service Provider upon ninety (90) days written notice to the Client.
3. If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

## 2. Fees and Payment Schedule

Fees will be \$\_\_\_\_\_ per month, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. The first month will include an additional one-time setup fee of \$1,500. Services will be suspended if payment is not received within 30 days following due date. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement.

*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 billed as separate, individual Services. Blocks of time may be purchased at a discount at the request of the Client.*

## 3. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

## 4. Coverage

Remote Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding Federal holidays. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B. Hardware costs of any kind are not covered under the terms of this Agreement.

### ***Support and Escalation***

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened by Client's designated I.T. Contact Person, by email to our Help Desk, or by phone if email is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

### ***Service outside Normal Working Hours***

Emergency 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 Appendix B.

### ***Service Calls Where No Trouble is found***

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

### ***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.

## **5. Additional Maintenance Services**

### ***Hardware/System Support***

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3<sup>rd</sup> 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.

### ***Virus Recovery for Current, Licensed Antivirus protected systems***

Attempted recovery from damages caused by virus or malware infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement excluding any crypto-virus. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution. Service Provider will attempt to mitigate damage from a crypto-virus attack and attempt to recover lost data at the hourly rate as listed in this agreement. At the Client's discretion, Service Provider will facilitate the Crypto currency exchange to recover whatever data the Client deems necessary for continued operations.

### ***Monitoring Services***

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide monthly reports as well as document critical alerts, scans and

event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

## 6. Suitability of Existing Environment

### ***Minimum Standards Required for Services***

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

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012R2 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 10 Pro 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.

***Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.***

## 7. Excluded Services

Service rendered under this Agreement does not include:

- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3<sup>rd</sup> Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring Client's environment up to minimum standards required for Services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- Training Services of any kind.

**8. Confidentiality**

Service Provider and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

**9. Miscellaneous**

This Agreement shall be governed by the laws of the State of Connecticut. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all equipment listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

**Acceptance of Service Agreement**

This Service Agreement covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

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Authorized Signature                      Service Provider                      Date

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Authorized Signature                      Client                      Date

# Appendix A

## Response and Resolution Times

	Priority	Response Time (In Hours)	Resolution Time (In Hours)	Escalation Threshold (In Hours)
Service not available (all users and business functions unavailable)	1	Within 1	ASAP	2
Significant degradation of service (large number of users or business critical systems affected)	2	Within 4	ASAP	8
Limited degradation of service (limited number of users affected, business process can continue)	3	Within 24	ASAP	48
Small service degradation (business process can continue, one user affected)	4	Within 48	ASAP	96

# Support Tiers

The following details and describes our Support Tier levels:

<b>Type</b>	<b>Description</b>
Tier 1	All support incidents begin with Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic troubleshooting is initiated.
Tier 2	All tickets that cannot be resolved with Tier 1 support are escalated to Tier 2, where more advanced support may be provided by more experienced engineers.
Tier 3	Tickets that cannot be resolved by Tier 2 is escalated to Tier 3 where support is provided by the most qualified and experienced engineers who have the ability to collaborate with 3 <sup>rd</sup> party vendor support to resolve the most complex issues.

## **Service Request Escalation Procedure**

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in PSA system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

### **If issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution – issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

### **If issue cannot be resolved through Tier 1 Support:**

6. Issue is escalated to Tier 2 Support
7. Issue is qualified to determine if it can be resolved by Tier 2 Support

### **If issue can be resolved through Tier 2 Support:**

8. Level 2 Resolution – issue is worked to successful resolution
9. Quality Control –Issue is verified to be resolved to Client's satisfaction
10. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

### **If issue cannot be resolved through Tier 2 Support:**

9. Issue is escalated to Tier 3 Support
10. Issue is qualified to determine if it can be resolved through Tier 3 Support

### **If issue can be resolved through Tier 3 Support:**

11. Level 3 Resolution – issue is worked to successful resolution
12. Quality Control –Issue is verified to be resolved to Client's satisfaction
13. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

### **If issue cannot be resolved through Tier 3 Support:**

12. Issue is escalated to Onsite Support
13. Issue is qualified to determine if it can be resolved through Onsite Support

### **If issue can be resolved through Onsite Support:**

14. Onsite Resolution – issue is worked to successful resolution
15. Quality Control –Issue is verified to be resolved to Client's satisfaction
16. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system

### **If issue cannot be resolved through Onsite Support:**

17. I.T. Manager Decision Point – request is updated with complete details of all activity performed

# Appendix B

## Managed Equipment

Type	Number of Devices	Price Per Device
Servers		
Network Devices		
Desktop / Laptop		
Printers		
Mobile Devices		

## Service Rates

8:00 – 5:00 Monday – Friday

Labor	Rate
Remote PC Management / Helpdesk	Included
Remote Server Management	Included
24/7 x 365 Network Monitoring	Included
Lab Labor	\$ Per Agreement
Onsite Labor	\$ Per Agreement
All After Hours Labor	\$ Per Agreement

24/7 365 Days a Year

All included for that plan.