

Cloud Solution Provider (“CSP”) Service Agreement

Terms & Rates

- 1) **Term:** The term of this Agreement is **month-to-month** and will begin on the Effective Date.
- 2) **Termination:** Either party may elect not to renew this agreement, by providing notice to the other party at least 30 days before the end of the term.
- 3) **Service Billing:** All service engagements are billable and will be reviewed, reconciled, and invoiced monthly. Client can find detailed information about these services in Section 10, Billable Support Services.
 - a) **Invoicing:** Invoices are submitted for the prior month’s services for the actual time used. Payments are due within 30 days upon receipt of invoices.
- 4) **Microsoft Office 365 Billing:** There are three charges on every monthly bill that you will receive. Payments are due within 30 days upon receipt of invoices.
 - a) Advance purchase of subscriptions for the next month’s usage.
 - b) Prorated charges are applied for subscriptions added in the middle of the prior month.
 - c) Prorated credits are applied for subscriptions removed in the middle of the prior month.
- 5) **Microsoft Office 365 Un-assigned License Charges:** Under this CSP Agreement only CNS can reduce the quantities or suspend a subscription. Any un-assigned licenses are still charged if not removed. CNS will automatically remove any un-assigned licenses if a request is made to delete an account. If Client wants to manage their own Office 365 account to add and remove user accounts themselves, Client may request to reduce quantities mid-month by sending an email request to help@cns-service.com on or before the 25th of each month. Reductions will be applied no later than the next business day. If no request is made CNS will automatically remove any un-assigned licenses at the end of every month to avoid being charged for the next month’s advance subscription purchase. If for some reason Client requests not to remove un-assigned licenses they will be charged on the advance purchase for the next month’s usage.
- 6) **Azure Billing:** CNS will provide an Azure subscription account for Client with a preset approved budget or allowance to ensure client does not overspend. Client will be notified by email when reaching 90% of their set approved budget. Both Client and CNS must authorize additional spend. The invoice is based on the total consumption by Client during the last billing cycle. Payments are due within 30 days upon receipt of invoices.
- 7) **Self-Provisioning:** Client has the option to use the Cloud Solution Provider Web Storefront portal, where you can manage your account by ordering new subscriptions and increase license quantities. CNS is also available to do this for you at no charge.

Billable Services

8) Billable Support Services: CNS charges an hourly rate for requested services. Below is an itemization of the services that are available for CSP support. Estimates of hours and pricing will be provided via a work authorization or project scope of work prior to the engagement of billable services.

- a) **Tier-1 & Tier-2 Billable Time:** CNS charges **\$135.00 per hour** for the following work:
 - i) Azure technical support
 - ii) Adds/Changes/Updates to Office 365 Accounts
 - iii) Application Issues
 - (1) Hosted Exchange Email, OneDrive, and SharePoint.
 - (2) Microsoft Office and other 365 applications
 - (3) Microsoft Office Online Applications
 - iv) Email Maintenance
 - (1) Distribution list management
 - (2) Email address and alias creations
 - (3) Archiving or share mailbox creations
 - (4) SPAM email retrieval
 - (5) Retrieval of deleted items that are within Office 365's limited retention.
 - v) OneDrive and SharePoint changes
 - (1) Resolving Synchronization issues
 - (2) Updates to OneDrive clients
 - (3) Retrieval of deleted data that are within Office 365's limited retention.
- b) **Emergency After Normal Business Hours Rates**
 - i) **\$202.50 Per Hour** (1.5 x Standard Rate)
 - ii) 2-Hour Minimum Charge
- c) **Tier-3 & Professional Services Billable Time:** CNS charges **\$160.00 per hour** for the following work: CNS has mastered the process and technology required to efficiently and effectively onboard new Microsoft Cloud Solution Provider customers. This onboarding process can be done in as short as a day or as long as 30 days. The goal is a seamless transition for the users and starting the relationship with the trust and knowledge to support your important cloud resources. The following migration services are available. Subscription changes are free of charge. Data migrations and provisioning are billable events. A scope of work will be presented before any work is performed.
 - i) **Office 365 Set up**
 - (1) Free of Charge.
 - (a) Update Subscription to CSP. CNS can seamlessly migrate your current Office 365 Subscriptions to CSP billing from an existing credit card payment, Open license and Enterprise agreements.
 - (2) Billable Services
 - (a) New Office 365 account. CNS can create a new Office 365 subscription with Exchange Online, OneDrive and SharePoint.

- (b) On-Premise migration. CNS can migrate data from your on-premise Exchange Server to Exchange Online. Along with any files that need to be migrated to SharePoint and/or OneDrive.
- (c) GoDaddy Office 365 edition. CNS can migrate data from your email and data from Hosted Exchange to Office 365 Exchange Online.
- (d) POP email - For an extra charge we can migrate data from your POP email provider to Office 365 Exchange Online.

ii) **Azure Set up**

(1) Free of Charge.

- (a) New Subscription - Free of charge, CNS will create a new Azure subscription with an approved budget for consumption.
- (b) Existing Azure Account: Free for charge, CNS will add a CSP subscription for consumption and will assist in changing existing workloads and services to the new CSP subscription.

(2) Billable Services

- (a) Migrations. CNS will assist in the migration of existing workloads and data from an on-premise or other cloud platform to Azure.
- (b) Provisioning. CNS can assist in setting up new workloads and services within Azure.

9) Optional Data Protection for Office 365: For those who need more than just the basic recovery options from the recycle bin you can add on cost effective and scalable protection for all your data in Office 365 with Barracuda Cloud-to-Cloud Backup. Get granular recovery and long-term retention for Exchange Online, OneDrive and SharePoint data. Annual fees apply and are charged separately. CNS utilizes a Barracuda Cloud-to-Cloud service to develop, manage, and maintain a backup solution for all the data in Office 365's Exchange Online, OneDrive and SharePoint. CNS will develop a backup schedule with the Client that will be annotated on Clients *Managed-IT Service Backup Agreement*, which will be updated annually, or at any point that a modification to the backup schedule is made. On-premise Servers, Workstation and Laptop data backups are not included or managed with this plan. The following outlines what is included within our backup maintenance:

- a) Creation of a backup schedule
- b) Backup alert monitoring and remediation
- c) Restorations of email and files.

Managed-IT Support Services

10) CSP Support Services Overview: Support services for this Agreement is billed at **\$135.00 per hour** and is limited to technical support for only the Microsoft Office 365 and Azure cloud environment. Other requests to support business applications, servers, network, security, workstations, printers, mobile devices and other technologies are not provided under this Agreement. Client is required to have a Gold or Platinum Managed-IT agreement to obtain such technical support and management of devices.

- a) **CSP Service Desk Summary:** Our Service Desk provides technical assistance and support for incoming queries and issues related to Microsoft Office 365 and Azure cloud services. Service Desk is the first line for all Client service requests. CNS will work remotely to troubleshoot problems, identify root cause, and resolve issues all while staying within our service level agreement. If necessary, CNS will act on Client's behalf to work with Microsoft to resolve problems.
- a) **Support Hours:** We offer support during and after business hours.
 - i) Standard Support via email request or phone call: Mon-Fri 7:00am – 5:00pm (PST)
 - ii) After hours Emergency Support is available 24/7 via phone request only: Mon-Sun 5:01pm – 6:59am (PST)
- b) **Submitting a Support Request:** To submit a support request, please contact us using the following information:
 - i) Phone: 916-366-6566 Opt. 1
 - ii) Email: help@cns-service.com
- c) **Service Level Agreement (“SLA”) & Agreement Response Times: Service Level Agreement (“SLA”) & Agreement Response Times:** Every phone call, email, and voice mail request received by the Service Desk will be entered into the CNS service ticketing system and assigned a priority. The table below summarizes our SLA. Urgency and impact determine the priority level which, in turn, dictates the time of response and resolution target. Response Time is measured from ticket submittal until the appropriate assigned tech first replies. The auto-generated confirmation email sent to the requester does not fulfill the response time requirement. Resolution time is measured from ticket submittal until the issue is resolved for both remote and onsite support.
 - i) **After Hours:** All after hour support requests are assumed to be a priority 1 or priority 2 issue. Calls received after hours that are determined to be priority 3 or priority 4 will be logged into our ticketing system and worked the next business day.

ii) SLA Response Time Table

Priority	Response Time	Target Resolution Time	Definitions
Priority 1 "Critical"	Within 1 hour of initial contact	As quickly as possible; issue worked continuously until resolution reached. Providing with hourly updates.	A mission critical system/service down/unavailable and no work around available. Affects entire organization.
Priority 2 "High"	Within 2 hours of initial contact	Resolution within 4 hours; issue worked continuously until resolution reached. Client contacted every hour with updates.	A mission critical system/service down/unavailable but work around available or system working slowly/partially. Key business personnel impacted.
Priority 3 "Normal"	Within 4 business hours of initial contact	Within 1 business day of initial contact.	A task, service, or individual impacted and no work around available. Important issue that does not have significant current productivity impact
Priority 4 "Low"	Within 8 business hours of initial contact	Within 4 business days of initial contact.	A task, service, or individual impacted, but low/no impact on productivity.

Conditions

- 11) Application Compatibility:** Office 365 is designed to work best with Office 2016, Office 2013, and Office 2016 for Mac. Previous versions of Office, such as Office 2010, Office 2007, and Office for Mac 2011 may work with Office 365 with reduced functionality and will not be supported by this Agreement.
- 12) Limited Support:** Support services for this CSP Agreement is limited to Office 365 and Azure applications. Requests to support other technologies are not covered under this Agreement. To obtain such technical support and proper management of devices from CNS, Client will be required to have a separate Gold or Platinum Managed-IT agreement to work on the following areas.
 - a) Business applications
 - b) Windows Desktop
 - c) Windows Servers
 - d) Network appliances
 - e) Internet connection
 - f) Security
 - g) Printers
- 13) Other Service Exclusions:** CNS does not provide the following services but does have partnerships with trusted local vendors.
 - a) Sales, moves, or configuration of Multifunction Printers and Phone Systems
 - b) Network Cabling or electrical work
 - c) Custom application programming or database development
 - d) Sales of accounting software or other primary line of business applications.
- 14) Confidentiality:** Through service activities on behalf of Client, CNS recognizes that it will be trusted with access to Client's data and information assets. CNS will hold all data and information in strict confidence and will not expose or share any information to any third party. Additionally, CNS recognizes that all work under this Agreement will be conducted under non-disclosure. CNS requires that Client enter into a mutually signed non-disclosure agreement.
- 15) Liability:** In no event will either of the Parties be held liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.
- 16) Insurance:** CNS shall acquire loss/damage insurance sufficient to replace the Equipment in the event of damage or casualty loss. CNS agrees it will not remove the Equipment from the Equipment Location without Client's written consent. Client has no obligation to acquire insurance of any kind for the Equipment.
- 17) Independent Contractor:** CNS is an independent contractor. Neither of the Parties will consider the other its agent or representative. Client will not be responsible for paying benefits or employment taxes for CNS workers.
- 18) Payment Due Date / Default:** Invoices for any billable services and Microsoft subscriptions are due within 30 days upon receipt. Past due balances will receive a written notice in 15 days stating that the

delinquent account is subject to suspension and/or termination from these services without a payment received by the last business day of the month. For ongoing accounts in default, a credit card payment method will be required.

Acceptance

This Software or Services Agreement (“**Agreement**”) is made by and between either an individual or an entity (“**You**” or “**Company**”) and Capital Network Solutions, Inc. (“**CNS**”), and it shall be effective as of the date that You accept this Agreement (“**Effective Date**”).

By Accepting this Agreement -- either by indicating your acceptance, by executing or approving a quote order that references this agreement, or by utilizing the services (defined above) -- You agree to this Agreement. Once accepted by You, this Agreement is a legally binding Contract between You and CNS and sets forth the terms that govern the service or license to You hereunder.

CNS reserves the right in its sole discretion to modify this Agreement from time to time and will provide reasonable notice of any such modifications by posting the most up-to-date version on CNS’ website. Modifications, if any, shall apply prospectively and only after notice has been given. Your continued use of the Services and Software following modification shall constitute Your acceptance of the modification(s).