

Gold Managed-IT Service Agreement

Terms & Rates

- 1) **Term:** The initial term of this Agreement is **One Year** from the Effective Date.
 - a) **Automatic One-Year Renewal:** This Agreement will automatically renew for another one-year term at the end of the initial one-year term. Client will receive the services included in the most current Platinum Managed IT Service Agreement.
 - b) **Election Not to Renew:** Either party may elect not to renew this Agreement by providing written notice to the other party at least 30 days before the end of this term. Clients on a month-to-month plan must provide written notice at least 30 days before they wish to terminate their current agreement.

- 2) **Managed IT Billing:** Invoices are submitted for the prior month's services. Payments are due within 30 days upon receipt.
 - a) **Per-Device Billing:** The CNS Gold Plan is charged on a "per device" billing model. The charge is based on the number of devices that have a CNS remote agent installed. Device counts will be adjusted monthly to reflect Client's current usage. Billable devices are workstations/laptops, and physical servers; as well as any machines hosted in Microsoft Azure and Amazon Web Services cloud platforms.
 - b) **Minimum Monthly Rate:** There is a minimum purchase of 50 devices required for the Gold Agreement.
 - c) **Service Billing:** Any service engagement that is not covered under the scope of this Agreement will be reviewed, reconciled, and invoiced monthly. Client can find detailed information about these services in Section 9 below.

- 3) **Managed IT Setup:** For new clients, there is a one-time setup fee of **\$1,000.00**. The duration of the onboarding process can vary based on your organizational size and needs. This Managed IT Setup includes the following:
 - a) IT Assessment and Environment Documentation
 - i) Gather information and create documentation on the customer portal.
 - ii) Present findings, recommendations and billable scope of work for any remediations needed to meet the CNS Environment Standards, as defined in Section 16 of this Agreement.
 - b) Managed IT Deployment
 - i) Install remote management software and antivirus.
 - ii) Setup and configure of CNS managed backup solutions.
 - iii) Setup and configure CNS managed firewall.
 - iv) Configure multi-factor authentication for all users.
 - c) Security Analysis
 - i) Conduct cyber security risk assessment.
 - ii) Conduct Dark Web password scan.

- iii) Present findings and review solutions that meet Clients' internal needs, as well as any industry regulations or compliance requirements.

Managed-IT Support Services

- 4) Gold Support Overview:** This plan provides on demand support services for an hourly fee for the local IT environment, business applications, and network. The CNS Service Desk provides a single contact point for users. The Service Desk will log, track, and manage any issues submitted by Client. **Service**
- a) **Service Desk Summary:** Our Service Desk provides technical assistance and support for incoming queries and issues related to computer systems, software and hardware. The Service Desk is the first contact for all Client service requests. CNS will work remotely to troubleshoot problems, identify root causes and resolve issues while staying within our Service Level Agreement. If necessary, CNS will act on Client's behalf to work with technology vendors to resolve problems.
 - b) **Onsite Support:** If the Service Desk is unable to resolve an issue remotely, CNS will provide onsite support. This onsite service is included within the Platinum Plan at no extra charge for corporate offices located within a 60-mile radius from the CNS Office (8950 Cal Center Drive, Sacramento, CA 95826). Any travel outside of this 60-mile radius will be billed hourly at 50% of Client's billable service rate.
 - c) **Support Hours:** We offer support during and after business hours.
 - i) Standard Support is available via email request or phone call: Monday through Friday, 7:00 a.m. to 5:00 p.m. (PST)
 - ii) After-hours Emergency Support is only available via phone call: Weekdays, 5:01 p.m. to 6:59 a.m. (PST); Weekends, 24 hours a day.
 - d) **Service Level Agreement ("SLA") and 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 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.
 - i) **Dispatch:** Problems are addressed remotely first. Engineers will be dispatched only if remote remediation is not possible. Time to dispatch a resource for onsite service is based on the ticket's priority level. Actual onsite arrival times will vary for local and remote locations.
 - ii) **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 addressed on the next business day.

iii) SLA Response Timetable

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.

Gold Service Support Coverage

This Agreement includes a set of services included for no extra charge. Please note this list is inclusive but not exhaustive. Support Services for the Gold Agreement are billed at an hourly rate. Other items on this list may also be subject to a service charge dependent on scope.

5) System Management: System Management includes all Server Hosts, Operating Systems, and Network Equipment. Proper maintenance and monitoring should not be neglected as it offers the best protection against preventable failures and potential security flaws. CNS maintains a technician for critical after-hours events, monitoring Client infrastructure 24 hours a day, 7 days a week. Should a problem occur in the middle of the night, clients have the choice of being contacted immediately by CNS or waiting until next business day to initiate a resolution.

- a) System Administration
 - i) Changes to existing User Accounts and Office 365 Email
 - ii) Changes to Office 365 subscriptions
 - iii) Security Settings and Privileges
- b) Application Updates

- i) Microsoft Office and Edge
- ii) VMware ESXi
- iii) Microsoft HyperV
- iv) Adobe Acrobat and Flash Plugin
- v) Google Chrome and Earth
- vi) Oracle Java
- c) Troubleshooting System-Related Problems
- d) 24x7 Alert Remediation for Servers
 - i) 24x7 critical alert monitoring
 - ii) After-hours remediation of all critical alerts
- e) Customization of Monitoring and Alerting Configurations (as requested)
- f) Coordinate and Assist with Warranty Repairs
- g) Configuration Documentation
- h) Network Equipment Firmware Updates
- i) Regular backup of all Network Equipment Configuration Files
- j) Email Maintenance, Email Address and Alias Creation
- k) SPAM Management, Blacklisting and Whitelisting Domains

6) Security: CNS provides basic security solutions that are included within this Gold Managed IT Services Agreement. These services are designed to ensure the basic protection of your data and IT resources. Additional advanced security services are available in our Platinum and Diamond Managed-IT Service Agreements that provides advanced control and protection of company data and mobile devices. For companies that must meet state or federal regulatory guidelines, CNS also offers compliance and audit services. The following outlines what is included.

- a) **Standard Security Services**
 - i) Annual Cyber Security Risk Assessment
 - ii) Annual Dark Web Password Scan
 - iii) Antivirus and Malware Protection
 - iv) Firewall Management
 - v) Windows Security Updates
 - vi) Multi-Factor Authentication

7) Workstation Management: CNS provides support and maintenance services for all company-owned desktops and laptops. Our solutions help by optimizing desktop infrastructure, improving end-user productivity and protecting corporate assets. These support and maintenance services include:

- a) Warranty Repair Coordination and Assistance
- b) Up to-Date Configuration Documentation
- c) Antivirus and Malware Management
- d) Software Upgrades
 - i) Operating System service packs and feature packs
 - ii) Standard line-of-business application updates (excludes major versioning updates)
- e) Windows Patch Management

- i) Management of all Windows system patching
 - ii) Weekly remediation of patch issues and application of missing patches
- 8) Data Protection:** CNS utilizes a server backup appliance from Barracuda to manage data protection for all the Client's critical data. The appliance will take and hold a local copy of the Client's data, as well as replicate data to the Barracuda Cloud. CNS provides a backup schedule that will be annotated on Client's *Managed IT Service Backup Agreement*. That Agreement will be updated annually, or at any point that a modification to the backup schedule is made. Workstation and laptop data backups are not included or managed. The following outlines what is included within our backup maintenance:
- a) Creation of a custom backup schedule
 - b) Backup alert monitoring and remediation
 - c) Restorations
 - d) Flat file, folder and drive restorations
 - e) Virtual machine and host restorations
- 9) Virtual Chief Information Officer ("vCIO") Consultant:** The vCIO is responsible for developing an overall technology strategy, setting standards for computer operations, and for ensuring the computer and network infrastructure meets the organization's needs. The CIO also is responsible for working with business owners or the executive team on the organization's long-term planning, with a specific focus on identifying opportunities, as well as designing and implementing the technology required to achieve these long-term goals. The Virtual CIO works with the owner and senior managers at critical times of the year for executive planning meetings and budget preparation. These medium- and long-term plans will be incorporated as part of your overall managed IT services with CNS.

Billable Services

- 10) Hourly Rate Charges:** CNS charges an hourly rate for requested services not covered under the Gold Service Agreement. Below is an itemization of these services. Estimates of hours and pricing will be provided via a work authorization or project scope of work prior to the engagement of billable services. Onsite support of remote offices outside the 60-mile radius of CNS's office. In certain instances, a local subcontracted resource may be retained for onsite technical support.
- a) **Tier-1 & Tier-2 Billable Time:** CNS charges \$135.00 per hour for the following work:
 - i) All Service Desk requests for technical support
 - ii) Adding new employees to Office 365
 - iii) Installation of new computers
 - iv) Adding new employees to the local Windows network
 - v) Any work on a personal or home computing system
 - vi) Reassigning computers for existing users
 - vii) Installation of MFP or Network Enabled Printers
 - viii) Transportation and set up of computers and printers for individuals or office moves.
 - ix) Workstation Hardware Issues
 - x) Application Issues
 - xi) Network or Internet Service Issues

- xii) Alert Remediation
- xiii) Troubleshooting System Related Problems
- xiv) Coordinate and assist with warranty repairs
- xv) Software Upgrades and Patching
- xvi) Installation of new basic peripherals
- 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:
 - i) Installation of new servers, networking devices, and wireless access points
 - ii) Install or upgrade any major line of business applications on servers
 - iii) SSL application and administration
 - iv) Transportation and set up of servers and networking equipment for office moves
 - v) Security Services
 - vi) System Administration
 - (1) Security Settings & Privileges
 - (2) File and Share Access

Microsoft Subscriptions

- 11) Microsoft Office 365 Billing:** Payments are due within 30 days of receipt of invoices. If Client has a Microsoft Cloud Solution Provider license in use, they will receive three charges every month:
- 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.
- 12) Microsoft Office 365 Unassigned License Charges:** If Client has Microsoft Cloud Solution Provider licenses in use, only CNS can reduce quantities or suspend a subscription. Any unassigned licenses are still charged if not removed. CNS will automatically remove any unassigned licenses if a request is made to delete an account. If Client wants to manage their own Office 365 account, they may request to reduce quantities mid-month by sending an email request to help@cns-service.com on or before the 25th day of each month. Reductions will be applied no later than the next business day. If no request is made, CNS will automatically remove any unassigned licenses at the end of every month to avoid being charged for the next month's advance subscription purchase. If Client requests not to remove unassigned licenses, they will be charged on the advance purchase for the next month's usage.
- 13) 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 any additional spending. 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.

Conditions

14) Service Exclusions: CNS does not provide the following services but does have partnerships with trusted local vendors:

- a) Selling, moving, configuring or management of Multifunction Printers.
- 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.
- e) Selling, moving, configuring or management of audio and video conferencing systems, projectors or televisions.

15) IT Standardization: To maintain the highest level of service and to ensure the Client's environment meets our minimum standards, CNS will implement specific changes. If any of these minimum requirements are not met, CNS will provide services at an hourly rate while trying to resolve issues. Minimum security standards are subject to change at any time based on new threats and external security climate.

- a) Client must have a current hardware warranty and/or software maintenance support and subscription services on all systems. Client is financially responsible for paying any additional costs that may occur if the hardware, software or service provider imposes a charge to obtain support or parts.
- b) All workstation and server hostnames will be changed to a standard naming convention.
- c) All workstations and servers must have a CNS agent and antivirus installed.
- d) Minimum security standards will be implemented, including but not limited to:
 - i) Password complexity
 - ii) Lockout policy
 - iii) Password reset frequency
 - iv) Firewall security services
 - v) Patch levels
 - vi) Port blocking
 - vii) SSL cert application.
- e) Client must have a functional UPS (uninterrupted power supply) for all servers and networking appliances.
- f) Client must have a supported Microsoft Server and Desktop Operating system. CNS does support operating systems that have reached Microsoft's "Support End Date." For a complete list of end-of-support deadlines go to support.microsoft.com/lifecycle/search.

16) 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 with any third party. CNS requires that Client enter into a mutual non-disclosure agreement. All work under this Agreement will be conducted under the non-disclosure agreement.

- 17) 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, no matter the cause or theory of liability.
- 18) Insurance:** CNS shall acquire insurance that is 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 written Client consent. Client has no obligation to acquire insurance of any kind for the Equipment.
- 19) 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.
- 20) Payment Due Date/Default:** Invoices for Managed IT services, billable services and Microsoft subscriptions are due within 30 days of receipt. Unpaid balances will receive a written notice within 15 days. The notice will state that the delinquent account is subject to suspension and/or termination from the services listed above unless a payment is 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, this Agreement is a legally binding contract between You and CNS, and it sets forth the terms that govern the services or licenses 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. Any modifications shall apply prospectively and only after notice has been given. Your continued use of the Services and Software following modifications shall constitute Your acceptance of the modifications.