Managed Services Agreement

Hilliard Office Solutions, Ltd.

PO Box 52510 Phone: 432-617-4677
Midland, Texas 79710 Fax: 432-617-3043

SERVICE DESCRIPTIONS

By purchasing these Services from Hilliard Office Solutions, Ltd. ("HOS"), Customer agrees to be bound by all terms and conditions set forth in the Terms & Conditions Managed Services Agreement and Project Services Agreement located online at http://www.hilliardos.com in connection with the Managed Services Agreement, which is incorporated in its entirety herein by reference. You are purchasing this Service on a per-device basis to support a subset of your IT environment or the entire IT environment. Onsite service, as described in this document, as well as all other non-covered Services will be invoiced in accordance with current HOS tiered rates. Please note that Supported Products may change at any time without notice to Customers. This service consists of two levels of support options (the "Service Level Options" or "Services"), as set forth more specifically below:

I. Service Level Options:

1. Alert Services:

24/7 remote monitoring of the Supported Devices within customer IT environment using advanced remote technologies. Alerts generated during monitoring are sent to the Customer's designee.

Includes:

Remote monitoring of Supported Devices, network devices and network connectivity, key Windows services and significant events in the Windows event logs.

- Email alerts sent to Customer when designated events occur in customer's IT environment. Telephone support in the event a customer is not familiar with the specific alert is limited to defining the alert for the customer. Support in troubleshooting and resolving the issue associated with the alert is available at additional cost.

Desktop Care includes:

- Hardware $ Software audits
- Performance & Preventive Maintenance Reports
- Remote Control
- Remote Control (end-client access)
- Patch Whitelisting Service
- Antivirus License & Management
- Web-based Management Portal
- Desktop Performance Monitoring
- Administrative Scripting
- Policy Management
- Client Communicator with Self-Help Center
- Anti-Malware Software

Server Care Includes:

- Hardware & Software audits
- Remote Control
- Ticket-based workflow
- Ticket escalation with steps to resolution
- Patch whitelisting service
- Multi-vendor antivirus management

- Remote restart of service by NOC

2. Managed Services:

In addition to the Alert Services listed above, the alerts are monitored and proactively addressed by technicians. This service level option includes access to the Help Desk, Field Services Consultant, as well as annual planning services and reports. Security vulnerability scanning and patch management help provide protection to the network. Additional fees may apply to Help Desk Services in excess of one-hour per Supported Device per month. This service level option also includes quarterly IT review, planning, and reporting by a Field Services Consultant.

Includes:

- Remote monitoring of contracted equipment, network connectivity, key Windows services and significant events in the Windows event logs.
- Service Desk support providing telephone and remote support of IT infrastructure issues and remote diagnosis services.
- Proactive remediation to resolve issues that have resulted in monitoring alerts.
- Help Desk with access to hardware and software specialists providing end-user support for desktop and laptop computing needs (available by telephone).
- Desktop Care includes (in addition to Alert Services, above):
- US-based, end-client Help Desk
- Windows, Mac & Mobile Support
- Administrative Tasks
- Virus & Malware Removal Software Installations
- Server Care Includes (in addition to Alert Services, above):
- Full Remote problem resolution by NOC
- Patch deployment by NOC
- Quarterly IT review, planning, and reporting by a Field Services Consultant
- Proactive or on-demand server restart (requires management card)
- Global policy troubleshooting
- System performance analysis & troubleshooting
    - Server health check & defragmentation
    - MS Service Pack installation
- Also included and explained in more detail below:

Server Management Window:

- Remote server management may require a server to be rebooted or taken off-line. This will be done during defined off-hours maintenance windows.
- Server maintenance window time frames will be coordinated with the customer.

User Resources:

- Create, modify and delete as requested by Customer: user accounts and passwords, file and printer shares, user rights, mailboxes, aliases, and distribution lists.

Data Backup:

- Monitor and support automated backup of data. This backup routine will be configured and scheduled as determined by the Customer and HOS's Engineering Team.

Service Desk:

- The Service Desk is the primary point of contact for technical issues or assistance with any issues related to this offer. Point of need services and hardware components may be purchased through the Service Desk. The incident manager at the Service Desk is the escalation contact for any unresolved or ongoing issues. The Service Desk is available up to 24/7 via telephone, email, and chat based on service hours selected Managed IT Service Sales Proposal.

Help Desk:

- The Help Desk is a specialized team within the Service Desk which provides assistance with complex issue resolution and “how to” issues. The Help Desk is available via telephone, email, and chat based on service hours selected Managed IT Service Sales Proposal.

Field Services Consultant:

- A Field Service Consultant can be scheduled to visit onsite with the customer in helping to review existing IT structure and makes plans for future changes.

Patches:

- All new customers that purchase Resolution or Management services are required to have current software patches for all software installed on all computer systems under management. As a part of the required IT assessment, HOS will identify software patches that are not current, and Customer will receive a proposal to update those patches. Additional costs may apply to update patches. Patches must be current prior to commencing services. For the Resolution Service option, Customer is required to maintain up-to-date software patches at Customer’s expense. At Customer’s option, HOS may upgrade patches on Customer’s behalf and HOS’s hourly charge will apply.

3. Hour Options:

- Standard Hours: 8am – 6pm Monday thru Friday. Customer is responsible for all charges for remote support requested during weekends or holidays. Note: remote support software runs 24/7, including holidays.
- 24/7 Hours: 24 Hours/day 7 days per week. Customer is responsible for all charges for remote support during holidays. Note: remote support software runs 24/7, including holidays.

II. Optional Services:

The following services are Optional and unless otherwise noted above are not included with Services.

1. Network Devices:

- Monitor network connectivity to supported Firewalls, Routers, and Managed Switches.
- Manage and remediate incidents related to supported network devices covered under resolution or management services, including firewalls, routers, and managed switches. Additional fees may be incurred for replacement of equipment or upgrades.
- Manage firewall rules and built-in security services.

2. Remote Offices and Workers:

Additional charges will be incurred for providing on-site services to remote locations and users not specifically identified as “remote” in Sales Proposal.

3. Printer related Services:

Support for printers will be limited to connectivity using publically accessed software. Additional charges will be incurred for providing printer configuration or repair.

4. Hosted Email and/or Email Filtering:

- Filtering of suspected spam and viruses.
- Web portal for user review of filtered and quarantined items.

5. Other Services Not Included:

Services not specifically defined in this agreement are excluded from it (but are available at an additional cost), including, but not limited to the following:

- Programming and Line of business application support;
- Software and hardware upgrades,
- Cabling;
- Home or private network troubleshooting;
- Audio/visual support (projectors, TVs, etc.);
- New application, computer, or peripheral installations; and
- HOS IT hardware repair **on-site** – provided only on a fee based program.
- Mobile Devices: Support corporate network connectivity and email synchronization for phones and tablets running Windows Mobile, Blackberry, iOS or Android operating systems.

6. Onsite Support

Onsite hours for support not provided by the alert services or managed service can be contracted based on a monthly, quarterly or yearly basis. Onsite hours are classified as:

- (standard) 8am-5pm - standard rate
- (afterhours) 5pm-8am - additional charge
- (holidays) standard hours only, available upon request - additional charge

Onsite hours are billed on HOS standard IT rates, classification above and the type of work. Types are:

- Tier 1 – Labor for all workstations related service
- Tier 2 – Labor for all server and non-managed network service
- Tier 3 – Labor for all managed network, advance software and virtual related services

III. Customer Responsibilities and Technical Requirements

1. Customer Responsibilities:

Maintenance of Monitoring Service: Customer must allow HOS to perform maintenance of its own monitoring service technologies during which time monitoring of Customer's IT environment will be disabled. Commercially reasonable effort will be made to notify Customers of any scheduled maintenance of the service.

Authority to Grant Access: Customer is required to identify at least one technical contact that has Supported Devices administration responsibilities and is available to provide appropriate Supported Devices access privileges as a resource to HOS prior and throughout the performance of this Service.

Cooperate with HOS Telephone Analyst and On-site Technician: Customer agrees to cooperate with and follow instructions given by the telephone analyst and on-site technicians. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

Supported Devices - Service Eligibility: Customer must maintain Supported Devices eligibility for this Service by ensuring that replacement parts, patches, software updates or subsequent releases are installed as directed by HOS. We follow Microsoft support end dates. What does it mean when a version of Windows is no longer supported? Microsoft states:

"An unsupported version of Windows will no longer receive software updates from Windows Update. These include security updates that can help protect your PC from harmful viruses, spyware, and other malicious software, which can steal your personal information. Windows Update also installs the latest software updates to improve the reliability of Windows—new drivers for your hardware and more."

On-Site Obligations: Where Services require on-site performance, Customer must provide free, safe, and sufficient access to Customer's facilities, including parking, ample working space, electricity, Internet access, and a local telephone line. Customer must also provide a monitor or display, a mouse (or pointing device), and keyboard (at **NO** cost to HOS), if such items are not already available with the Supported Devices.

Unauthorized software: HOS will not support and is not responsible for any unlicensed, unauthorized or pirated software or hardware, nor the affects of using this software.

2. Customer Technical Requirements:

- A valid email address to receive monitoring alerts reports, issue notifications and other information.
- Firewall access to the Internet through Port 443 (HTTPS) for use by HOS.
- A common set of Simple Network Management Protocol ("SNMP") credentials with read access rights on all SNMP enabled network devices under management.
- Four common sets of Windows credentials with administrative rights on all systems under management.
- A single server at each contracted site that is able to host the HOS proxy and operates 24 hours/ 7 days a week to facilitate full-time monitoring of customer environment.
- Customer must have a domain environment between server(s) and workstations

The host computer must be running:

- Microsoft Windows 2008 Server or later version
- Microsoft Jet Database 4.0 SP8 or higher;
- Microsoft Data Access Components ("MDAC") 2.6 or higher; or
- Microsoft NET™ Framework Version 2.0 or higher.

Server Requirements:

- Must be under vendor warranty, from the following: Dell, IBM, HP, others may be approved by HOS.
- Operating system: Windows 2008, and Windows 2008 R2, Windows 2012, Windows 2012 R2
- Memory: 4GB RAM

- Workstation Requirements:
- Must be under vendor warranty Operating system: Windows Vista Service Pack 2, Windows 7 or Windows 7 Service Pack 1, Windows 8, Windows 10
- Applications: Microsoft Office
- Memory: 2GB RAM

Other requirements:

- Support will not be provided for any Operating Systems which are beyond the manufacturer's published End of Support date.
- Cabling must be Category 5E or higher and be properly grounded and conform to industry standards and network device or switch specifications.
- Suitable power surge protection must be installed for all critical systems.
- UPS backup power must provide at least 10 minutes of battery for all servers to be safely shut down.
- Room temperature must be maintained for servers and network devices according to manufacturers' specifications.
- Customer will not make changes to or turn off the supported devices without providing 24 hours of notice to HOS.
- Customer must follow safe browsing and safe email procedures. No anti-virus solution is foolproof and the Customer is not guaranteed to be 100% virus free by using this service. Customer must follow safe browsing and safe email procedures. Excessive virus infections may require remediation, user training and system changes beyond the scope of this agreement. Prior to commencing support, all supported devices must be infection free. Virus, malware and other infection remediation will be identified during deployment, and a proposal for correction will be provided to the customer.
- If, at any time, the Customer's equipment, licenses, or contracts do not meet the Supported Devices configuration requirements, then remote support will not be provided for the affected Supported Devices until requirements are met.
- Customer will provide copies of genuine software licenses, media, CD keys, serial numbers, product codes, and unlock codes to HOS upon request.
- All the Customer's servers and computers must be covered under the Master Service Agreement unless specifically provided for otherwise therein.
- If a single device does not fall under device requirements there will be a higher charge for support of that device until it is upgraded or replaced.
- Non name-brand devices, including home build or white box systems, are not supported.
- Shared server cannot be used by a user.
- Static IP (Management Card)
- Management cards for servers
- HW vendor card preferred.
- Available ports on switch for management cards.
- Multiple servers will require us to setup PAT for the static IP on the router or firewall.
- Supported firewall with current warranty subscription
- SonicWALL – preferred, Cisco, WatchGuard, Juniper/Netscreen
- Customer must provide remote access to all supported devices to allow technical issues to be resolved.
- Customer must own valid maintenance contracts for all software and devices and designate HOS as an authorized agent of Customer under those contracts.
- Customer must maintain third party software support contracts for all line-of-business applications to address end-user support, updates and upgrades, or to maintain expertise internally by client staff.

- Customer must designate a primary point of contact or contacts to interact with the Help Desk to avoid multiple tickets being generated for the same issue and to perform simple, guided on-site tasks.
- Customer must plan for the upgrade of any device, operating system, or application that is scheduled to become end-of-support by its manufacturer; whether or not covered under this Master Services Agreement.

Managed Services Agreement Sales Order

Service Level: ☐Alert Services ☐Managed Services

Service Hours: ☐8am-6pm ☐24/7

Workstations: Qty [ ] X $ [ ] = $ [ ]

Servers: Qty [ ] X $ [ ] = $ [ ]

Managed Total = $ [ ] monthly

Onsite Hours:
Outside of 8am-5pm
is an additional fee.

Qty [ ] Tier 1 X $ [ ] = $ [ ]

Qty [ ] Tier 2 X $ [ ] = $ [ ]

Qty [ ] Tier 3 X $ [ ] = $ [ ]

☐Onsite per Month

☐Onsite per Quarter

☐Onsite per Year

Onsite Total = $ [ ]

Remote Workstations or Servers included above (explain, with address) ☐Yes ☐No

Agreement Starting Date: ___/___/_____

Customer Name:	Contractor Name: Hilliard Office Solutions, Ltd
Customer Address, City, State, Zip:	Contractor Address, City, State, Zip: P.O. Box 52510, Midland, TX, 79710
Contact phone, email:	Contractor Contact phone, email: 432-617-4677, Hilliard@mmbo.com
Authorized Signature Name, print:	Authorized Signature Name, print: Brent Hilliard
Authorized Signature:	Authorized Signature:
Date:	Date:

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