



### 1. Term of Agreement

This Agreement between \_\_\_\_\_, herein referred to as Client, and Word of Mouth Computers and Electronics, LLC hereinafter referred to as Service Provider, is effective on the first day of the month following the enrollment date, and shall remain in force for a period of one year. The Service Agreement automatically renews for a subsequent one year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other thirty (30) days prior written notice of its intent not to renew this Agreement. This Agreement may be terminated by the Service Provider upon thirty (30) days written notice to the Client.

### 2. Fees and Payment Schedule

Fees will be \$\_\_\_\_\_ (rate) + \$\_\_\_\_\_ (sales tax) totaling \$\_\_\_\_\_ per month, invoiced to Client on a Monthly basis, and will become due and payable on the first day of each month. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for services covered by the monthly fee under the terms of this Agreement. Initial Payment will include the first month (Prorated) plus last month's fees totaling \$\_\_\_\_\_.

*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.*

### 3. Coverage

Remote Helpdesk and Management of Client's computers and mobile devices will be provided to the Client by Service Provider between the hours of 8:00 am – 5:00 pm EST Monday through Friday, excluding public holidays. 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.

### 4. 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, sentinel ticket, or by phone. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

### 5. 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.

### 6. Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware and all Software are 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 3rd 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 infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution, provided and managed by Service Provider.

#### **1. 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.

#### **2. Excluded Services**

Service rendered under this Agreement does not include:

- 1) Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- 2) The cost of any parts, equipment, or shipping charges of any kind.
- 3) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 4) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- 5) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 6) 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.
- 7) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 8) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 9) Training Services of any kind, including how-to questions and instructional phone calls.

#### **3. 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. Confidentiality survives the termination of this agreement.

#### **4. Miscellaneous**

This Agreement shall be governed by the laws of the State of Florida. 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.



**Appendix A**

**Support Tiers**

The following details and describes our Support Tier levels

| <b>Support Tier</b> | <b>Description</b>   |
|---------------------|--|
| Tier 1 Support      | All support incidents begin in Tier 1, where initial trouble ticket is created, the issue is identified and clearly documented and basic hardware/software troubleshooting is initiated.   |
| Tier 2 Support      | All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.   |
| Tier 3 Support      | Support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced engineers who have the ability to collaborate with 3rd party (Vendor) Support Engineers 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 ConnectWise
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

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

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

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

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

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

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

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

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

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

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

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

1. Issue is escalated to Onsite Support (Preferred Local Support Company)
2. Issue is qualified to determine if it can be resolved through Onsite Support

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

1. Onsite Resolution - issue is worked to successful resolution or recommendation to Client
2. Quality Control - issue is verified to be resolved to Client's satisfaction
3. Trouble Ticket is closed, after complete problem resolution details have been updated in PSA system



**Appendix B**

| Description   | Frequency        | Included |
|---|------------------|----------|
| Document software and hardware changes  | As performed     | YES      |
| Monthly reports of work accomplished, work in progress, etc.  | Monthly          | YES      |
| Manage Servers  | Ongoing          | YES      |
| Check print queues  | As needed        | YES      |
| Monitor all Server services   | Ongoing          | YES      |
| Keep Service Packs, Patches and Hotfixes current as per Service Provider or Client policy   | As things appear | YES      |
| Monitor hard drive free space on server   | Ongoing          | YES      |
| Exchange Server user/mailbox management   | As needed        | YES      |
| Reboot servers if needed  | As needed        | YES      |
| Run defrag and chkdsk on all drives   | As needed        | YES      |
| Scheduled off time server maintenance   | As needed        | YES      |
| Install supported software upgrades   | As needed        | YES      |
| Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc.)  | As needed        | YES      |
| Check status of backups   | As things appear | YES      |
| Alert Client to dangerous conditions<br>-Memory running low<br>-Hard drive showing sign of failure<br>-Hard drive running out of disk space<br>-Network Cards report unusual collision activity | As needed        | YES      |
| Educate and correct user errors- deleted files, corrupted files, etc.   | As needed        | YES      |
| Clean and prune directory structure, keep efficient and active  | As needed        | YES      |
| <b>Disaster Recovery</b>  |                  |          |
| Alert Client to dangerous conditions  | As needed        | YES      |
| <b>Devices</b>  |                  |          |
| Manage Desktops   | Ongoing          | YES      |
| Manage Network Printers   | Ongoing          | YES      |
| Manage Other Networked Devices  | Ongoing          | YES      |
| Mange PDA's/Smart phones  | Ongoing          | YES      |
| <b>Networks</b>   |                  |          |
| Check router logs   | As needed        | YES      |
| Performance Monitoring/Capacity Planning  | Ongoing          | YES      |
| Monitor switches, hubs and internet connectivity, and make sure everything is operational   | Ongoing          | YES      |
| Maintain office connectivity to the internet  | As needed        | YES      |



| <b>Security</b>  |           |     |
|--|-----------|-----|
| Check firewall logs  | As needed | YES |
| Confirm that antivirus virus definition auto-updates have occurred   | Daily     | YES |
| Confirm that antispyware updates have occurred   | Daily     | YES |
| Confirm that backup has been performed on a daily basis  | As needed | YES |
| Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies | As needed | YES |
| Permissions and file system management   | As needed | YES |
| Set up new users including login restrictions, passwords, security, applications                                       | As needed | YES |
| Set up and change security for users and applications  | Ongoing   | YES |
| Monitor for unusual activity among users   | As needed | YES |
| <b>Applications</b>  |           |     |
| Insure Microsoft Office Applications are functioning as designed   | As needed | YES |
| Insure Microsoft ActiveSync Applications are functioning   | As needed | YES |
| Insure Adobe Acrobat Applications are functioning as designed  | As needed | YES |
| Insure Intuit Quickbooks Applications are functioning as designed  | As needed | YES |

| <b>Service Rates</b>                              |               |
|---|---------------|
| <b>Labor</b>                                      | <b>Rate</b>   |
| Remote PC Management / Help Desk - 8am-5pm M-F    | INCLUDED      |
| Remote Printer Management - 8am-5pm M-F           | INCLUDED      |
| Remote Network Management - 8am-5pm M-F           | INCLUDED      |
| Remote Server Management - 8am-5pm M-F            | INCLUDED      |
| 24x7x365 Network Monitoring                       | INCLUDED      |
| Lab Labor - 8am-5pm M-F                           | \$ 85.00/hr.  |
| Onsite Labor - 8am-5pm M-F                        | \$ 85.00/hr.  |
| <b>After-Hours on Business Days</b>               |               |
| Remote PC Management/Help Desk - 5pm-8am M-F      | \$ 85.00/hr.  |
| Remote Printer Management - 5pm-8am M-F           | \$ 85.00/hr.  |
| Remote Network Management - 5pm-8am M-F           | \$ 85.00/hr.  |
| Remote Server Management - 5pm-8am M-F            | \$ 85.00/hr.  |
| Lab Labor - 5pm-8am M-F                           | \$ 85.00/hr.  |
| Onsite Labor - 5pm-8am M-F                        | \$ 85.00/hr.  |
| <b>All Other Times (Holidays, Weekends, Etc.)</b> |               |
| Remote Labor All Other Times                      | \$ 125.00/hr. |
| Lab Labor All Other Times                         | \$ 125.00/hr. |
| Onsite Labor All Other Times                      | \$ 125.00/hr. |