

Managed Services Addendum

1. INTRODUCTION

1.1. This Addendum for NetSource One Managed Services (“Managed Services Addendum”) between NetSource One, Inc. a Michigan corporation, having an address at 5454 Hampton Place, Saginaw, MI 48604 (“NSO”); and your organization (“Customer”), is effective on the date set forth in the referencing Schedule and specifies terms and conditions which apply to NSO Managed Services that NSO will perform for the Customer.

1.2. This Managed Services Addendum incorporates by reference the terms of the Master Agreement effective on the date set forth in the referencing Schedule between NSO and Customer. Any capitalized terms used in this Managed Services Addendum shall have the meanings given in the Master Agreement unless otherwise provided herein.

2. DEFINITION

2.1. “Managed Items” as specified in the related Schedule are various components of the Customer System such as “Managed Network,” “Managed Server,” “Managed Workstation,” “Managed Printer”, etc. and are covered by the services defined in this Agreement.

2.2. “Monthly Service Hours” is defined as the amount of hours Customer has contracted NSO to provide per month. 2.3. “Onsite Support” means any assistance provided by NSO that is done on Customer System that requires physical presence at Customer location.

2.4. “Remote Support” means any assistance provided by NSO that is done on Customer System without physical presence at Customer location.

3. MANAGED SERVICES

3.1. NSO will provide Customer with Services as described in this Managed Services Addendum and in the referencing Schedule.

3.2. NSO will perform all troubleshooting, support, and maintenance for the Customer System.

3.2.1. Administration – NSO will administer Customer System including user account and group management, access control, etc.

3.2.2. Monitoring – NSO will provide Customer with monitoring services for Managed Items as described in the referencing Schedule.

3.2.3. Maintenance – NSO will provide Customer with proactive maintenance services for Managed Items listed in the referencing Schedule and reactive maintenance for other items comprising Customer System not specifically identified in the referencing Schedule. The customer agrees that NSO may perform regular maintenance and that the time to perform regular maintenance is applied toward the contracted Monthly Service Hours.

3.2.4. Support – NSO will perform all support for Customer staff and on Customer System.

3.2.5. Consulting – NSO will provide Customer with consulting, IT planning and solution engineering services.

3.2.6. Security – NSO will provide Customer with security services for Managed Items as described in the referencing Schedule.

3.2.6.1. If the Customer has selected Managed Local Backup on the referencing Schedule, NSO will provide backup, monitoring, and recovery services under the terms of this Agreement. Specifics of Managed Local Backup are described by the related Configuration(s) in the Customer Portal. NSO is not responsible for backing up any data outside the data specified in the listed Configuration(s). Managed Local Backup requires a NSO qualified, Customer purchased, storage device.

3.2.6.2. If Customer has selected Cloud Managed Backup on the referencing Schedule, terms for this service are described in the Virtual Services Addendum.

3.2.6.3. NSO will NOT provide backup and recovery services under this Agreement for any other backup solution(s). The customer is solely responsible for configuration, maintenance, monitoring, integrity and restores of alternate backup solutions. NSO will provide assistance to Customer upon request with alternate backup solutions. Any assistance is outside the scope of this Agreement and will be billed at the Hourly Rate. In no event will NSO be responsible for the successful backup of restoration of data from alternate backup solutions.

- 3.3. Reports – NSO will maintain a detailed log of the Customer System. Records include system information, ticket history, user information, service information, etc. Information is available to Customer via the Customer Portal.
- 3.4. Customer will always make Customer System available to NSO via remote access using a secure connection, firewall and a dedicated high speed Internet connection which Customer agrees to maintain at all times.

4. SERVICE LEVEL

- 4.1. During Business Hours NSO will provide Remote Support within fifteen (15) minutes of receipt of notification from Customer.
- 4.2. During Business Hours NSO will provide same day service for Onsite Support for server and/or network wide related issues.
- 4.3. NSO will provide next-day service for repair of workstation outages.
- 4.4. In the event of system or network wide trouble, Customer personnel must report the problem to Customer Liaison who will contact NSO.
- 4.5. NSO will NOT be reachable outside of Business Hours unless a 24/7/365 Service Option is specified in the referencing Schedule.
- 4.6. 24/7/365 Network Support (Remote Only)
- 4.6.1. ONLY IN CASES OF SYSTEM OR NETWORK WIDE EMERGENCY, NSO will be available 24 X 7 x 365 for remote troubleshooting and repairs.
- 4.6.2. Any issues that cannot be resolved remotely will be scheduled for onsite service on the next business day.
- 4.7. 24/7/365 Network Support (Remote with Onsite)
- 4.7.1. ONLY IN CASES OF SYSTEM OR NETWORK WIDE EMERGENCY, NSO will be available 24 X 7 x 365 for remote troubleshooting and repairs.
- 4.7.2. Any issues that cannot be resolved remotely, NSO will dispatch a technician for same day service. Customer must provide access to Customer System.

5. CHARGES

- 5.1. In consideration of NSO's performance of Services pursuant to this Agreement, Customer shall pay NSO the monthly rate as defined in the referencing Schedule. Any changes to the Customer System may amount to an additional monthly fee. This amount is to be paid in monthly installments. The initial installment is payable upon the execution of this Agreement by both parties.
- 5.2. New software and hardware installations including upgrades are not covered by this Agreement and will be billed at the Hourly Rate. All software and hardware costs are the responsibility of the Customer.
- 5.3. When service is deemed outside the scope of this Agreement, NSO will notify Customer and labor will be billed at the Hourly Rate.
- 5.4. Printer hardware failure repair is outside the scope of this Agreement. NSO will outsource printer hardware repairs to manufacturers or a third-party vendor. Service charges may apply.

6. RESTRICTIONS

- 6.1. This Agreement is contingent upon the integrity of the Customer System as it is configured by NSO. Any additions or modifications to the Customer System may require an amendment to this Agreement including, without limitation, an adjustment to the charges as set forth in this Agreement.