



Managed Services Agreement

Savant Initial Network Audit and Performance Tune

- Install Secure-IT Agents on all Servers and Workstations (Windows and Apple)
- Perform Audit on all Server, Workstations (Windows and Apple), and Network Devices
- Examine all Firewalls, Switches, and Network Hardware
- Performance Tune all Servers, and Workstations (Windows and Apple)

Benefits of working with Savant

- Proactive VS reactive IT management
- Automation of key IT tasks
- Flexible Scheduling
- Access to a staff of technical experts for you and your users
- A complete managed process for getting users connected to the business center network
- Web based ticketing system for submittal of issues and related tasks
- Increased productivity

Savant Managed Server Service

- Microsoft Windows Server Patch Management
- Microsoft SQL Server Patch Management
- Microsoft Exchange Server Patch Management
- Virus Definition Management
- Server Imaging
- Backup Monitoring (onsite and offsite)
- Hardware Firmware Management
- Service Monitoring with proactive notifications

Savant Managed Workstation Service (Windows and Apple Products)

- Install and configure new systems and users
- Perform basic system administration tasks such as disk management, space and memory allocation, operating system upgrades, and patch management
- Monitor the performance and availability of designated systems, proactively and reactively address problems, maintain a log of activities, and provide end-user administration services, including backup/restore
- Identify and correct problems in Windows operating system use and provide alternative solutions where necessary
- Assist with the allocation of system resources and operating system tuning and configuration
- Write scripts to automate necessary procedures such as backup applications
- Install and test any licensed software updates, releases, and patches provided by us and third parties
- Assist users with system operation, optimization, and debugging
- Conduct on-site tutoring in system features for users
- Provide periodic written and/or oral progress reports
- Perform error log monitoring, analysis, and resolution

- Assist in hardware failure determination and resolution
- Hardware maintenance as required by platform; diagnosis and repair of defective hardware by replacing parts; and installation of hardware upgrades and new systems

Savant's "All you can Eat" Support & Comprehensive Managed Services

Patch Management - Fully automated patch management. Scheduled security patch scan, patch deployment and history with the click of a mouse. Scalable, secure, configurable and location independent.

Security Log Monitoring – Daily review of machine security logs to help ensure safe and secure networking Environment.

Virus Log Monitoring – Daily review of machine virus logs to help ensure a safe and virus-free networking environment.

Integrated Reports - Comprehensive integrated management and operational reports. Customizable, always available. View online or export to HTML, Word or Excel.

Helpdesk Remote Control - Savant can access your computers remotely from anywhere - securely and safely. We can access workstations behind firewalls and NAT without port mapping or infrastructure changes.

Maximum Security - Encrypted communication using 256-bit RC4 with rolling keys. No open ports. No plain-text data packets the network. Nothing for attackers to exploit.

Remote Helpdesk – Submit tickets via the life preserver: Application problems, Windows Problems, Network issues, email issues, using your block hours or as needed.

Application Deployment - Complete software installations and software updates across the organization with a mouse click. Easier and more flexible than SMS and other solutions.

Computer Cleanup Wizard – A collaboration of programs that run on machines during the night to fix/repair inaccuracies. Spyware management, Disk Defragmentation, Temp Files Cleanup, Virus Definitions management, Refresh of windows policies.

Application bandwidth monitoring - Discover if certain applications are compromising your system's performance by consuming more resources than necessary.

Asset management / Hardware Warranty – Notifications Integrating seamlessly with the Workstation Inventory feature, manage your computing infrastructure with comprehensive scheduled LAN audits. Fully automated and always up-to-date.

Edge Device Support – Changes to the Firewall, Router Switches, Printers (if networked) will be provided at no cost.

Application Installation Notification - Receive notifications if applications were installed on machines that you specify.

Application blocking - Prohibit certain computers from running non-business applications.

Individual Remote Access – Access your work machine from outside of the office. You'll have direct access to your workstation's desktop, using the same security encryption as the other program features

Managed Information Technology Services

System downtime, viruses, spyware, losses of productivity... Are the computer systems you rely upon to run your business not working consistently and as expected? These distractions are unnecessary, time consuming and very expensive

At Savant, we understand this. We also know that businesses are constantly challenged by the task of managing the demands of business growth while coping with continuous technology challenges.

Our focus is to keep your IT systems operational, available and secure so that you can focus on the everyday demands of expanding your business, managing costs and increasing revenues. We're here to help you realize the productivity gains and ROI you have been expecting from your computer systems all along.

Secure-IT provides affordable proactive IT management and support to growing businesses. Utilizing our unique IT automation framework for providing managed services, Savant provides a range of proactive services to keep your computer systems up and running and your people and business productive.

Some of the benefits you will experience are:

- Proactive VS reactive IT management
- Automation of key IT tasks
- Flexible Scheduling
- Access to a staff of technical experts for you and your users
- A complete managed process for getting users connected to the business center network
- Web based ticketing system for submittal of issues and related tasks
- Increased productivity

Managed Server Service:

- Microsoft Windows Server Patch Management
- Microsoft SQL Server Patch Management
- Microsoft Exchange Server Patch Management
- Virus Definition Management
- Backup Monitoring
- Hardware Firmware Management
- Service Monitoring with proactive notifications

Free Server Disaster Recovery (DR) Coverage

- Hardware Failure – Your warranty coverage from your hardware vendor will get you back to a C: prompt, we'll take you the rest of the way at no cost to you!
- OS Security Exploitation – If your OS goes down due to a vulnerability exploit, we'll bring it back up – at no cost to you!
- Virus Infection – If your server is exploited by a virus and goes down – we'll bring it back up, at no cost to you

Onsite Services

Comprehensive System Administration and System Monitoring Services

Features

- ▶ On-site setup and ongoing maintenance of Windows OS-based workstations and servers and Networks
- ▶ On-site setup and ongoing maintenance of Apple OS-based workstations and devices
- ▶ Knowledge transfer to in-house administrators and end users

Benefits

- ▶ Increase efficiency: respond faster to problems and meet required service levels
- ▶ Maximize productivity: reduce your support workload with an on-site system expert
- ▶ Increase effectiveness: augment the skills of in-house system administrators
- ▶ Realize value: reduce your cost of ownership

Expert Management of Your MS Windows Systems

Now you can maximize the productivity of your systems by augmenting your staff's skills with the expertise of our engineers. Through our On-Site System Administration services, one of our systems engineers will perform crucial system setup, administration, upgrade, and expansion tasks. If you choose, the engineer will perform hardware upgrades and maintenance. When appropriate, we'll also leverage the experience of our team of global technology engineers.

Comprehensive, Customized Services

- ▶ Install and configure new systems and users
- ▶ Perform basic system administration tasks such as disk management, space and memory allocation, operating system upgrades, and patch management
- ▶ Monitor the performance and availability of designated systems, proactively and reactively address problems, maintain a log of activities, and provide end-user administration services, including backup/restore
- ▶ Identify and correct problems in Windows operating system use and provide alternative solutions where necessary
- ▶ Assist with the allocation of system resources and operating system tuning and configuration
- ▶ Write scripts to automate necessary procedures such as backup applications
- ▶ Install and test any licensed software updates, releases, and patches provided by us and third parties
- ▶ Assist users with system operation, optimization, and debugging
- ▶ Conduct on-site tutoring in system features for users
- ▶ Provide periodic written and/or oral progress reports
- ▶ Perform error log monitoring, analysis, and resolution
- ▶ Assist in hardware failure determination and resolution
- ▶ Hardware maintenance as required by platform; diagnosis and repair of defective hardware by replacing parts; and installation of hardware upgrades and new system

Terms / Services Definition

All managed services will be billed monthly and the price is based on the number of workstations and servers currently managed.

Minimum monthly recurring services shall not be less than 80% of originally quoted rate when dynamically billed invoice line items fall below that dollar amount.

Managed Services – Proactive Automated Services with onsite service plans scheduled on a regular and re-occurring monthly basis. Onsite Service agreements are bundled with this plan

Terms of Agreement

This Agreement between Client, and Savant, LLC (herein referred to as “Savant” or “Service Provider”), is effective upon the date signed by both parties, and except as otherwise set forth herein, shall remain in effect for the agreed upon timeframe. Client and Service Provider are sometimes referred to herein individually as a “Party”, and together as the “Parties”.

This Agreement automatically renews for subsequent one-year periods beginning on the day immediately following the end of the current period unless either Party gives the other Party written notice 60 days prior to the end of the twelve month contract period of its intent not to renew this Agreement.

- a) This Agreement may be terminated by either Party if the other Party:
 1. Breaches any material term, duty, or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice; or
 2. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) In the event of termination by Service Provider in accordance with the terms described above in paragraph (a) or default in the payment by Client of any of the said installments when due as herein provided, time being of the essence hereof, Service Provider may, without notice or demand, declare all future payments under this Agreement immediately due and payable. Past due amounts will bear interest at a rate of one and one half percent (1.5%) per month.
- c) If either Party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance if Service Provider terminates the Agreement based on Client’s failure to fulfill its obligations under the Agreement or Client’s breach of any material term or condition of the Agreement.
- d) Any additional servers or workstations added to the network after the execution of this Agreement will be billed on a recurring monthly basis going forward as if it was originally contemplated in the execution of this Agreement. Any software or hardware upgrades or additional project work above and beyond the current state of Client’s network will be quoted at \$120 per hour during regular business hours (Monday through Friday, 8:30 a.m. to 5:30 p.m.), \$180 per hour after regular work hours Monday through Thursday unless that day or the following day is a holiday in which case the work is charged at the holiday rate, and \$240 per hour on Fridays after 5:30 p.m., weekends, and holidays. A holiday shall include federal and state holidays.
- e) Client is required to use Service Provider’s anti-virus/anti-spyware package unless use of a different anti-virus/anti-spyware package is approved by Service Provider.
- f) Client agrees that, for a period of one (1) year after the termination of this Agreement, with respect to any employee of Service Provider or a company known to be affiliated with Service Provider with whom Client had material contact during the one-year period prior to termination of this Agreement, Client will not: (i) solicit such employee for employment or (ii) otherwise encourage such employee to leave the employment of Service Provider or such affiliate.

Savant Managed Server

Service Level Agreement

I. Overview

Disaster Recovery Guarantee

Savant guarantees in the event of a hardware failure, an OS security exploitation, or a server-side virus infection that Client will not be billed for the labor required to restore Client's server to the point provided by the last good and available backup. Furthermore, Client may request that the disaster recovery service be delivered during business hours, nights, and/or weekends. Savant will attempt to the best of its available resources to meet Client's scheduling requests.

Scheduled Maintenance Windows

Savant will regularly install patches and critical updates to Client's server to help ensure that Client is guarded against the latest vulnerability threats. For many of these updates to be installed properly, Client's server must be restarted. Savant will restart Client's servers, as necessary, between Savant's regular maintenance window of 11PM and 4AM Sunday through Saturday. If the expected downtime is greater than 15 minutes, then Savant's Managed Services staff will contact Client to inform Client of the outage. Client may request that Savant reschedule the outage to align with Client's business needs.

II. Qualifications

In order to qualify for Savant's Disaster Recovery Coverage, Client's environment must comply with the following requirements:

- a) Server hardware is under current warranty coverage from Dell, HP, or IBM
- b) Server operating system is Windows 2012 or newer.
- c) Client network is protected by a hardware-based firewall and is running the latest firmware
- d) Server file-system and email-system (if applicable) is protected by licensed and up-to-date virus protection software
- e) Server is connected to a working UPS
- f) Server is ONLY administered by Savant personnel
- g) Recovery coverage assumes data integrity on the client's backup media. Savant does not guarantee the integrity of the backups or the data stored on the backup media. Under this coverage Savant will restore the server to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, Savant will bill this portion at its standard time and materials rates
- h) Client provides all software installation media and key codes in the event of a failure

III. Disaster Recovery Service Exclusions

Savant reserves the right to bill for labor incurred during a server recovery if Client's server failure results from:

- a. Client's failure to adhere to all of the requirements outlined in the above "Qualifications" section;
- b. environmental failure events that render hardware unusable;
- c. force majeure events beyond Savant's reasonable control, including but not limited to Acts of God, government regulation, labor strikes, natural disaster, and national emergency; or
- d. any act or omission on the part of any third party other than Savant.

Limitations on Warranties/Disclaimer of Liability

Except for liabilities arising from intellectual property infringement, Savant's aggregate liability, if any, including for loss of data and interruption of business services, arising out of or in any way related to its performance of the services provided for under this Agreement shall be limited to the lesser of (a) all costs of materials, labor, and other expenses required to correct any error caused by Savant, or (b) The aggregate fees paid by Client to Savant during the twelve (12) months contract period; and in no event shall Savant or its licensors or suppliers pay for incidental, indirect, special, or consequential damages, unless they have been advised of such damages.

Except for the express warranties stated herein, the services provided hereunder are provided on an "as is" basis, and Savant disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Contract Services or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Savant makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program.

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorneys' fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified in writing of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity provision shall survive the termination of this Agreement.

Miscellaneous

Either party's failure to perform its obligations under this Agreement shall be excused without liability if and to the extent the failure is caused, directly or indirectly, by (i) fire, flood, elements of nature or other acts of God, (ii) any outbreak or escalation of hostilities, war, riots or civil disorders in any country, (iii) any act or omission of the other party or any governmental authority, (iv) any labor disputes (whether or not the employees' demands are reasonable or within Savant's power to satisfy), or (v) nonperformance by a third party or any similar cause beyond the reasonable control of either party, including without limitation, failures or fluctuations in telecommunications, computer or other equipment. Savant agrees to use commercially reasonable efforts to resume performance of services as soon as practicable following cessation of such condition.

This Agreement will be governed in all respects by the law of the state of Georgia. Agreement may be amended only by an instrument in writing executed by the parties or their permitted assignees. Section headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the Agreement. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of this Agreement will remain in full force and effect. All notices pursuant to this Agreement shall be in writing, except as provided herein. Notices in writing shall be sufficient if hand delivered or mailed by certified mail, or sent by telecommunications to the address of such party set forth on the order form or this Agreement, or at such other address or to the attention of such other person as such party shall have designated for such purpose in a written notice complying as to delivery with the terms of this section. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action. This Agreement together with the order form constitutes the entire agreement between Client and Savant with respect to the subject matter hereof and no representation or statement not contained in the main body of this Agreement or such order form shall be binding upon Savant or Client as a warranty or otherwise. In the event of any conflict between the terms of this Agreement and the order form, the terms of the order form shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.