

# Managed Service Proposal

We offer a unique approach to how your network will be managed. With our complete offering, we can bring optimal network infrastructure to your environment at the best competitive rate around. Below is a list of services that are included in your MSP Agreement:

## All Plans include the following:

### Infrastructure Management

**Proactive Network Monitoring (24x7):** *Cloud individual system monitoring with constant alerts.*

### Environment Security

**Managed Cloud Anti-Virus and Anti-Malware:** *Webroot End-Point 24/7 Cloud monitoring for PC/Mac.*

**Security Patch Management:** *Windows/Mac regular updates to the Operation System.*

**Firewall Management:** *Router and Firewall Configuration, along with Whitelist/Blacklist ACL's.*

**License/Warranty Management:** *3<sup>rd</sup> Party vendor equipment warranty and repairs.*

### Hardware Analysis

**Hardware/Software Consulting:** *Review of hardware and software for best performance.*

**Technology Roadmap:** *Future plans to benefit your business efficiency and network topography.*

**Comprehensive Training:** *Training on any computer issue that will increase efficiency.*

**Vendor Management:** *Vendor relations for current programs to help performance.*

**Desktop Optimization:** *Program removal of components that are not beneficial to your system.*

### Network Climate

**Network Topography:** *Managing of infrastructure to optimize network devices.*

**Share Folder correlation:** *Managed shared data in office to maximize usefulness.*

**Peripherals Support:** *Printer, Fax Machines, and Scanners support and Set-Up.*

**Network Framework:** *Maximize internal computer communication and Domain control.*

### Technical Support

**Silver Level:**

**4 x Remote Support (M-F 8am-5pm CST):** *Same day response to any email or call support request.*

**2 x On-Site Service Calls (M-F 9am-5pm):** *Onsite service call with-in 48hrs of request.*

**Gold Level:**

**6 x Remote Support (M-F 8am-5pm CST):** *Same day response to any email or call support request.*

**4 x On-Site Service Calls (M-F 9am-5pm):** *Onsite service call with-in 36hrs of request.*

**Platinum Level:**

**Unlimited Remote Support (M-F 8am-5pm CST):** *Same day response to any email or call support request.*

**6 x On-Site Service Calls (M-F 9am-5pm):** *Onsite service call with-in 24hrs of request.*

## OUTSIDE THE AGREEMENT

These services are outside the scope of this agreement, but may be contracted separately.

- New solutions and capabilities: OWN will invoice for services that provide new capabilities and/or solutions. This may include setup and configuration of new workstations, wireless access points or devices, security cameras, NAS (Network Attached Storage) and items deemed to be comparable to those listed here.
- Same company or other owned business locations not listed in this Agreement: On-Site Services or support for other locations not listed in this Agreement may incur additional charges. These charges will be invoiced at the hourly rate specified in this Agreement.
- Voice/Data Cabling and relocation services: Extra charges may be incurred to provide for extra network cabling drops and services related to relocating workstations and telephones.
- Business phone support
- Parts, equipment and software: Additional charges may be incurred for repair parts, cables, peripherals and other equipment or software. This is a labor/services contract only.
- Hardware or software purchased directly by the customer: This includes such things security cameras or systems, customized software packages, workstations, servers, operating systems, etc.
- End User System Changes: This includes malware or virus infections, configuration changes to operating systems, office and accounting packages, defective software or operating system patches.
- Other OWN service offerings not specified in this Agreement

<b>Managed Service Agreement Level</b>	<b>Per Hour Charge</b>
<i>Silver</i>	<b>\$139.99</b>
<i>Gold</i>	<b>\$119.99</b>
<i>Platinum</i>	<b>\$99.99</b>

## **TERMS, CONDITIONS AND LIABILITIES**

### **Master Services Agreement**

The Client agrees to all terms and conditions as defined in the Master Services Agreement. This includes, but is not limited to, surcharges for services provided outside normal business hours, out-of-pocket expenses, travel, sales tax, freight, and product.

### **Term**

This Agreement shall take effect on the date of the Onboarding Meeting ("Effective Date") and continue for an initial period of 6 Months ("Initial Term"), after which this Agreement will auto-renew for an additional 6 Months ("Renewal Term") unless written notice is provided at least 30 days prior to the end of the Initial Term or any Renewal Term, as applicable. Agreement can be canceled for any reason within the first 3 months of the Effective Date with thirty (30) days advanced written notice.

### **Waiver of Responsibility**

This Agreement offers encryption protection for email and file transfers sent from the Client's domain or network. Client's not accepting the offered PGP and Lockbox services, releases One World Networks and its employees from any liabilities and/or damages that may result from data breaches attributed to insecure email or file transfers between the Client's networks. This waiver also applies to data breaches attributed to insecure email or file transfers done outside of the Client's direct networks (such as Wi-Fi hot spots, personal home networks, networks not covered under this Agreement, etc.).

### **Waiver of Liability**

This Agreement defines any liability and clarifies that the Client acknowledges that changes to the Client's telecommunications and network services may result in temporary disruptions in the telecommunications and/or computer systems. Therefore, the Client shall be solely responsible for evaluating and determining the effect of changes to the Client's telecommunications and computer system, and the client waives all claims against One World Networks and/or its employees related to any disruptions to the Client's computer or telecommunications systems resulting from the performance of the Services. One World Networks and/or its employees will not be liable for any damages or disruption of services due to acts of God, weather events, natural disasters, war, acts of terrorism or mass civil unrest. One World Networks and/or its employees shall have no liability with respect to One World Networks obligations under this agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages.

## PRESCRIBED STANDARDS

The effectiveness and ability of OWN to support the Client's IT infrastructure is predicated by the Client having established a minimum set of Prescribed IT Standards ("Standards") as they relate to industry best practices.

These prescribed Standards ensure OWN's ability to safeguard data and gain secured remote access to the network to meet the agreed upon service levels in this Agreement.

IT Function	Prescribed IT Standard
Server	<b>Manufacturer-supported Microsoft Windows Server Operating System, with functioning Active Directory Services. Hardware should be appropriately sized for its intended role. Hardware warranty should be current per manufacturers' recommendations.</b>
Data Backup	<b>Manufacturer-supported or OWN approved software capable of bare metal/disaster recovery backups. Supplemental open file agents for Exchange, SQL and additional servers if applicable are required. Backup hardware must be appropriately sized and designed to provide backup and restore for business continuity.</b>
<b>AntiVirus</b>	Current approved non-freeware server based Anti-Virus solution with active update subscription.
<b>Security</b>	Industry standard business class firewall. Linux 'white box' appliances are not supported.
<b>Email</b>	Internal Microsoft Exchange Server or hosted standard POP3 mail solution.
<b>Communications</b>	Broadband Internet connection such as T1, Cable Modem or DSL. Dial up connections not supported.
<b>Workstations</b>	Manufacturer-supported and OWN approved Windows operating system. Hardware must meet minimum requirements set by manufacturer.
<b>Licensing</b>	Compliant with software licensing requirements as specified by the software/application developer.

It is the responsibility of the Client to adhere to the above-mentioned Standards and subsequent updates to these Standards. Should Standards not be met within a reasonable period, OWN reserves the right to increase pricing for this Agreement.

Services related to outages, troubleshooting, remediation and recovery efforts as they relate to deficiencies per these Standards are not inclusive of the fixed fee Agreement.

## Billing and Payments

- OWN will bill the Client the appropriate service rate monthly with the first month services plus all applicable taxes due upon signature of this Agreement.
- Invoices are sent out on the 15th of each month prior to the month service is performed. For example, an invoice sent on June 15th will be for July's monthly fees.
- Desktop support or on-site hours not included by the selected plan are billed in arrears at month's end.
- Client accepts responsibility for payment of all services rendered under this agreement. OWN may terminate this Agreement after providing Client ten (10) days written notice of a delinquency in the payment of any invoice amount. Early termination of the Agreement by the Client after the initial 90 days will result in cancellation fees equal to the amount remaining to fulfill the Agreement term.
- This is an all-inclusive plan, meaning if it touches the network, whether local or remote, it must be included on the plan. We are unable to do partial equipment (e.g. 1 of 3 servers or selective workstations).
- Client understands that adding or subtracting devices and users may result in increases or decreases to the monthly rate.
- If OWN is required to travel to remote client locations or on the behalf of the Client for any reason, travel charges will be applied to the Client's account.
- On-site support services for Client sites located outside the OWN defined service area may be provided by a OWN affiliate. Service rates may vary for this on-site service and are not inclusive of this Agreement.

## Access

Client must provide OWN access to the Client's computer network during and after business hours to perform required support and regular maintenance tasks. Client understands some work will necessitate downtime.