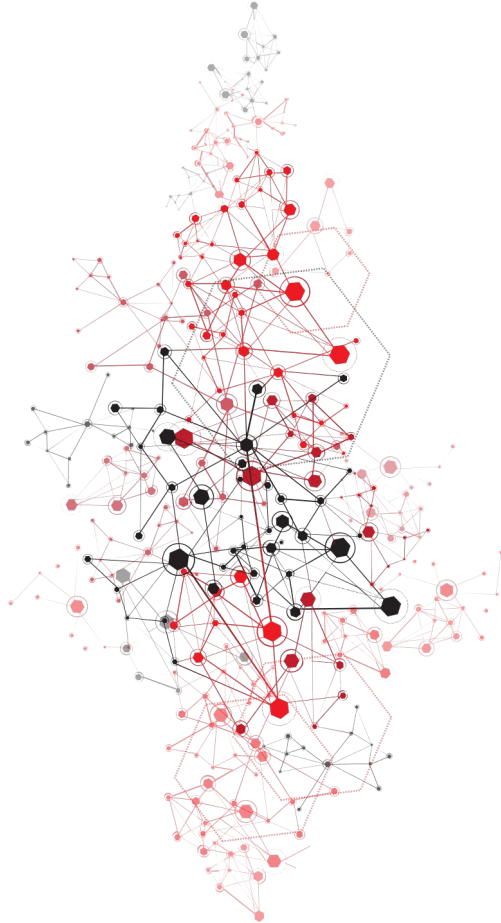


 **RED** KEY SOLUTIONS

YOUR TECHNOLOGY PARTNER



# MANAGED IT SERVICES AGREEMENT

CONFIDENCE IN YOUR TECHNOLOGY

# Managed IT Services Agreement

This Service Agreement is between Red Key Solutions, Inc., a New York company (sometimes referred to as “we,” “us,” “our,” “Provider,” “Red Key,” OR “Red Key Solutions”), and you (sometimes referred to as “you,” “your,” OR “Client”), as of the proposal signed date and pursuant to, subject to, and governed by the terms of the Master Services Agreement (“MSA”). (For an updated MSA please visit [www.redkeysolutions.com/msa](http://www.redkeysolutions.com/msa))

## RED KEY SOLUTIONS RESPONSIBILITIES

Red Key Solutions will provide Managed IT services based on the following responsibilities:

- 1. Virtual Chief Information Officer (vCIO)**  
Red Key will provide quarterly strategic consulting, planning, simple architecture, budgeting and top level technology vendor management.
- 2. Technology Strategy Meetings (TSMs)**  
Red Key will send a request to schedule a Technology Strategy Meeting (TSM) based on the schedule defined during onboarding (Quarterly or Yearly). Red Key will prepare a Strategy Overview report which includes a risk assessment and a 3-year roadmap/budget and attend a Technology Strategy Meeting (TSM) with Client in person or via online meeting.
- 3. Network Management**  
Red Key will provide support and maintenance for all IT infrastructure devices that meet minimum standards at covered network locations.
- 4. Network Monitoring**  
Red Key will monitor mission critical network items such as servers, firewalls, internet and backups.
- 5. User Helpdesk Support**  
Red Key will provide remote helpdesk and onsite technical support for all covered users, computers and network devices Monday to Friday during 8:30am - 5:00pm EST.
- 6. On-Call Emergency Support**  
Red Key will provide remote helpdesk support for emergency issues Monday to Friday during 7:00am – 8:30am and 5:00pm - 8:00pm EST and on Saturday and Sunday during 8:30am - 5:00pm EST. Emergency issues are defined as priority 1 tickets where there are major business interruptions, with no reasonable work around, for a Client executive, division or entire covered network location.
- 7. Advanced Security**  
Red Key will install, monitor, support and maintain network security layers as defined in the proposal.
- 8. Backups and Disaster Recovery**  
Red Key will assess outage risks and install an appropriate backup and disaster recovery solution based on business continuity requirements from the Client. The costs of the backup device and cloud backup subscription vary based on storage capacity, specifications, backup frequency and will be billed as a separate item.
- 9. Procurement**  
Red Key will manage the procurement process which includes research, ordering, selling, fulfilling, shipping, handling, warranty renewals and onsite delivery of all hardware and software.
- 10. Monthly Technology Report**  
Red Key will email a Monthly Technology Asset Report to Client detailing servers, computers and active users.
- 11. Documentation Portal**  
A documentation portal will be provided to the Client with access to Client passwords, processes and relevant technology information.
- 12. Ticket Portal**  
A portal will be provided to the Client with the ability to see a full ticket history.
- 13. Billing Portal**  
A portal will be provided to the Client to see a full invoice history, update ACH /credit card information and pay invoices.

## REQUIREMENTS

Client's acceptance of this agreement constitutes understanding and adherence with these requirements:

925 Westchester Ave Suite 100  
White Plains, NY 10604  
(914) 930-6872



200 Park Ave Suite 1700  
New York, NY 10166  
(646) 368-8756

3/29/2021

1. **Point of Contact (POC)**  
Client will identify one of their staff members to be the point of contact (POC) for the following responsibilities:
  - a. Account management discussions
  - b. Scheduling and coordination
  - c. Quote reviewing and approving
2. **Technology Strategy Meetings (TSMs)**  
Client will attend a Technology Strategy Meeting (TSM) in person or through an online meeting a minimum of once per year.
3. **Clean Communication**  
Client will provide prompt and professional communication on required decisions and proposals.
4. **Minimum Supportable Technology Standards**  
All hardware and software on Client's network must meet Red Key's minimum supportable technology standards. Red Key reserves the right to deny support for any hardware and software that does not meet minimum supportable standards and/or may request that hardware and software is removed from the network. If request for removing unsupported hardware and software is not followed, all network outages or security remediations that result from said hardware and software will be billed hourly. (Example: Windows XP computers that cause a major virus infection) For an up to date list of standards please visit: [www.redkeysolutions.com/standards](http://www.redkeysolutions.com/standards)
5. **New Hardware & Software Purchasing**  
All hardware and software will be purchased from Red Key Solutions. Non-standard technology products may be purchased outside of Red Key through vendors and sources approved by Red Key. (Examples of non-standard technology products are large format printers, copiers, TVs and line of business software.)
6. **Primary Cloud Management**  
Client will allow Red Key to be the primary manager responsible for administering, procuring and managing all cloud network subscriptions and assets related to users on the network. (Example: Office 365, Azure, Amazon Web Services, Egnyte, Google Apps, Cloud DNS, etc.)
7. **Backup & Disaster Recovery**  
Client shall subscribe to a backup & disaster recovery solution approved and maintained by Red Key. The backup & disaster recovery solution shall have adequate storage capacity to cover all data that the Client designates is required for backup.
8. **Authorization**  
Client authorizes Red Key to manage all technology vendors.
9. **Access**  
Client authorizes administrative access for Red Key to all network resources and technology systems.
10. **New Staff Hire Notification**  
Client will provide Red Key 3 business days' notice of new hire start dates using the New Request Web Form.
11. **Staff Termination Notification**  
Client will schedule termination or provide Red Key notification of staff terminations the same business day using the New Request Web Form.
12. **Warranties/Licenses/Support Contracts**  
Active manufacturer warranties, licenses and/or support contracts are required for all infrastructure hardware and software.
13. **Saving Files**  
Files must be saved on the server or in approved cloud locations to be included in backup and disaster recovery coverage.
14. **Onsite Tasks**  
Red Key may occasionally ask you to perform simple on-site tasks. (Examples: Powering down and rebooting a computer, resetting cable modem, etc). Client agrees to cooperate with all reasonable requests.
15. **Maintenance Windows**  
Unless otherwise agreed, daily maintenance windows will be from 7:00pm to 7:00am EST. Routine server and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be



unavailable or non-responsive during such times.

#### 14. 3rd Party Vendors

All work the Client performs on the network or any work done by 3<sup>rd</sup> party vendors must be approved and managed by Red Key to maintain the stability of the network.

## EXCLUSIONS

The following is not covered under Managed IT Services:

### 1. Strategic Projects Management

Strategic consulting, active project management and active vendor management beyond quarterly vCIO planning is billed hourly.

### 2. Professional Services

Changes or additions to the network are not covered under Managed IT Services and will be scoped and billed by Red Key Professional Services. Examples are, but not limited to:

- a. Computer setups
- b. Computer user profile moves
- c. Onsite computer installation
- d. Onsite support for home offices
- e. Computer moves within the office
- f. Onsite printer installation
- a. Server installations and major reconfigurations
- b. Office relocations or new locations setups
- c. Complex project architecture
- d. Structured cabling
- e. Software installations, upgrades and reconfigurations
- g. Network infrastructure upgrades and replacements
- h. Active management of 3<sup>rd</sup> party vendors projects

### 3. Uncontrollable Outages

Red Key is not responsible for failures to provide services that are caused by the existence of any of the following conditions during any period of time in which any of the following conditions exist:

- a. **Hardware or Software Malfunction**  
There is a defect, malfunction or incompatibility in any hardware or software that is outside of Red Key control.
- b. **Force Majeure**  
Problems resulting from a Force Majeure Event as described in the Master Services Agreement.
- c. **Client Actions**  
Problems resulting from Client actions or inactions that were contrary to reasonable recommendations made by Red Key. This includes any technology modifications made by Client's employees, vendors, subcontractors or anyone other than Red Key Solutions.
- d. **Not Adhering to Requirements**  
Technical problems resulting from Client's failure to comply with requirements of this agreement.
- e. **Internet Connectivity Loss**  
Loss of internet connectivity at your location that is outside of Red Key control.

### 4. Outages Not Caused by Red Key

If any network work done without Red Key management, approval and knowledge causes an outage or a change to the network settings, all time spent to fix the network is not included under standard support and may be billed at normal Professional Services hourly rates. (Example: Unapproved and unplanned installation of an IP camera system breaks entire network causing an emergency network restoration.)

### 5. Remediation Labor from Major Hacks of Equipment not in Standards

Labor to recover from major cyber security attacks that come through identified unsupported and unpatched systems is not covered under standard support. (Example: Unpatched Windows 7 computers on the network that are breached by hackers)

### 6. Hardware Not Procured from Red Key



Red Key may make an exception to support hardware not procured from Red Key but we cannot guarantee success and we reserve the right to deny support.

**7. Hardware, Software, Licensing and Warranty Costs**

Unless specifically detailed in a proposal, the cost of hardware, parts, equipment, warranty renewals, software, software licensing, software renewals and shipping charges are not covered.

**8. 3<sup>rd</sup> Party Systems**

Unless specifically included as an item under management in the proposal, the following systems must have active maintenance and primary support contracts with 3<sup>rd</sup> party vendors. Red Key Solutions may attempt to troubleshoot issues with the following devices if able, but no guarantee of support is included for the following:

- a. Network copiers
- b. Wide format printers/plotters
- c. 3D printers
- d. Phone systems
- e. Camera systems
- f. Alarm systems
- g. Access control systems
- h. Power generators
- i. Custom applications
- j. Custom devices

**9. 3<sup>rd</sup> Party Vendor or Manufacturer Support**

The cost of any 3<sup>rd</sup> party vendor or manufacturer support, labor, project fees, warranties or incident fees is the responsibility of the Client and not covered under standard Red Key support.

**10. Training Services**

Formal training services beyond simple how-to questions are not covered under standard support.

**11. E-waste and Hardware Recycling**

Hardware recycling compliant with environment laws and professional hard drive destruction is not included and will be billed separately as needed.

**12. Data Recovery Services**

3<sup>rd</sup> party data recovery services are not included.

**13. Software Audits**

Time spent responding, researching, managing and working through software audits by outside vendors is not covered under standard IT management.

**14. Compliance Audits**

Time spent responding, researching, managing and working through a compliance audit by outside vendors or government agencies is not covered under standard IT management.

**15. Email Discovery**

Time spent on email discovery and assisting in searching for emails through archives.

**16. After Hours or Holiday Non-Emergency Support Labor**

Support requested outside of standard support hours/holidays and not classified as an emergency will be billed at time and half of Professional Services rates upon Client authorization.



## TERM AND TERMINATION

### Initial Term

This Service Agreement is effective on the signature date of the proposal and it will remain in effect for a period of twelve (12) months.

### Renewal

This Service Agreement continually renews for a subsequent twelve (12) month period, unless either party gives sixty (60) days' written notice of its intent not to renew the Agreement prior to the end of the term.

### Early Termination by Client With Cause

Client may terminate this agreement with cause following thirty (30) days' advance, written notice if Red Key fails to fulfill in any material respect our responsibilities under this agreement and fails to cure such failure within thirty (30) days following our receipt of your written notice.

### Early Termination by Client Without Cause

Client may terminate this Service Agreement without cause after providing sixty (60) days' written notice and client will pay Red Key Solutions a termination fee equal to one (1) month of the recurring Monthly Service Fees and subscriptions as of the last monthly billing.

### Termination by Red Key Solutions

Red Key Solutions may terminate this agreement upon sixty (60) days' advance, written notice, with or without cause.

### Effect of Termination

If either party terminates this Service Agreement, Red Key will assist you in the orderly shutdown or transfer of services, passwords to another provider designated by the Client within a commercially reasonable timeframe. Client shall continue to pay for all services and subscriptions while active. On the predetermined end date of service, Red Key Solutions will uninstall any management and security software from your hardware and network, and Client shall consent to such uninstall procedures. Client shall make arrangements to migrate any services and subscriptions from Red Key within sixty (60) days from termination notice. Client shall pay Red Key Solutions at current hourly non-contract rates after termination of Managed IT services for any support requests.

## SERVICE FEES

### Monthly Managed IT and Cloud Services

Monthly Managed IT and cloud services will be charged automatically to a credit card or via ACH payment. An active credit card or ACH payment is required in our billing portal at all times.

### Professional Services

Professional services will be scoped in a proposal and invoiced after proposal approval. Professional services engagements under \$5,000 can only be scheduled after being fully paid. Professional services engagements over \$5,000 may be funded with 100% of hardware/software plus 50% of professional services labor up front and then 50% upon completion. If completion is delayed by a 3<sup>rd</sup> party vendors without control of Red Key for more than 3 months, Client shall pay the remaining 50% and Red Key shall finish the project as originally scoped in the proposal at a future date when the 3<sup>rd</sup> party vendor is ready.

### Hardware and Software Products

Product orders will be invoiced after proposal approval. Products can only be ordered after invoices are paid.

### Valid Payment Method

Valid payment methods are via ACH or credit cards.

### Yearly Increase

As technology and cost of living expenses evolve, the price of Managed IT Services will increase by up to 5% every 12 months.

### Network Growth

During the term of this Service Agreement, if the covered environment changes or additional devices or users are added, Red Key Solutions may apply a pro rata adjustment to the total monthly service fees.

### Balance Interest

Client shall pay a interest charge of one and one half percent (1.5%) per month rate for all invoiced amounts due which are not paid within fifteen (15) following your receipt of notice that the invoice is past-due. Invoices in dispute are waived of late fees.

