

**Turnkey IT
Managed IT Services Statement of Work**

Turnkey IT Statement of Work (SOW)

1. Term of Statement of Work

This Statement of Work (SOW) between _____, herein referred to as Client, and **Visual Edge IT**, hereinafter referred to as Service Provider, is effective upon the date signed, shall remain in force for a period of ___ months (the initial term). The commence date of services begins on _____, **2020**. The SOW automatically renews for a subsequent _____ term beginning on the day immediately following the end of the Initial Term.

- a) Contract prices and fees may be subject to change during the initial and subsequent terms.

2. An Extension of the Master Services Agreement

This Statement of Work (SOW) is governed under the Master Services Agreement (the "Agreement") between Service Provider and Client. Capitalized terms in this SOW will have the same meaning as those in the Agreement, unless otherwise indicated.

3. Fees and Payment Schedule

Fees will be \$_____per month and based upon the current number of users as reported by the Service Provider's remote management system. Currently ___ **users**. Refer to Appendix B for services covered by the monthly fee under the terms of this SOW.

Changes and modifications for services to be rendered under this SOW may only be made through the use of a change order executed and agreed to by both parties. No change order may be used to modify the terms and conditions of the SOW or the MSA (Master Services Agreement)

It is understood that any and all Services requested by Client that fall outside of the terms of this SOW will be considered Projects, and will be quoted and billed as separate, individual Services.

4. Taxes

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this SOW. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

5. Coverage

Service Desk and Vendor Management of Client's IT computers will be provided to the Client by Service Provider in accordance with Appendix A (see attached) between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Computer 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 (see attached). New laptops/or desktops are provided with Turnkey IT as described in Appendix B. No other hardware costs of any kind are provided or covered under the terms of this SOW. No other Onsite labor services of any kind except for the initial equipment installation labor are provided or covered under the terms of this SOW

Data Migration, Backup and Security

Service Provider will migrate Client's data from an existing PC laptop/desktop to the laptop/desktop provided as part of Turnkey IT. This data migration will be performed one time during the provisioning of your Turnkey IT provided laptop/desktop and will be performed as best effort work utilizing our selected data migration utility. The Turnkey IT provided laptop/desktop will be configured with a Cloud based Backup. The Turnkey IT provided laptop/desktop will be monitored 24x7 by a Security Operations Center (SOC) and will have Advanced End Point Protection software installed that will assist the SOC in detecting hacker attacks and preventing crypto-locking and data ransom activities.

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 email to our Service Desk, or by phone. Each email and call, to the Service Desk, will be assigned a Trouble Ticket number for tracking.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Service is Remote Support

All service is provided from our Service Center. Our service includes remotely connecting to and controlling covered computer to assist you in resolving your Trouble Ticket. Onsite service shall be billed at the current applicable rates as indicated in Appendix B, a 1-hour travel time minimum will be included with this billing.

Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

6. Additional Maintenance Services

Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Hardware Vendor Warranty or Support Contract; or replaceable parts be readily available. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service SOW.

Virus Recovery for Current, Licensed Antivirus protected systems

Virus and Malware remediation is covered under the terms of this SOW. This Service is limited to those systems protected with a currently licensed, Service Provider supported Antivirus solution. Recovery procedures will be performed as deemed best solution by Service Provider.

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 through remote means.

7. Suitability of Existing Environment

Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. Windows 7/8/95/98/NT/XP/2000 systems are explicitly excluded from contract support and will be billed hourly for all management and support.
2. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
3. All Wireless data traffic in the environment must be securely encrypted.

Costs required to bring Client's environment up to these Minimum Standards are not included in this SOW.

8. Excluded Services

Service rendered under this SOW does not include:

- 1) Onsite labor services of any kind except for the initial equipment installation labor.
- 2) Parts, equipment, software and associated labor not covered by vendor/manufacturer warranty or support. 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) 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.
- 6) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 7) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 8) Training Services of any kind.

9. Limitations of Service

Rebuilds for servers and desktops, recovery of data, and scheduled onsite services, may be billable at the discretion of the Service Provider.

10. Acceptance of Service SOW

This Service SOW covers only those services and equipment listed in "Appendix B." Service Provider must deem any equipment/services Client may want to add to this SOW after the effective date acceptable. The addition of equipment/services not listed in "Appendix B" at the signing of this SOW, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

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

Accepted by:

Authorized Signature	Company	Date
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Authorized Signature	Client	Date
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Appendix A

Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Issue	Priority	Initial Response (Business Hours)	Resolution Identification	Escalation Threshold
Systems/Services Not Available (all functionality stopped)	1	Within 1 Hour	ASAP Best Effort	2 Hours
Significant Degradation of Systems/Services (multiple business functions affected)	2	Within 4 Hours	ASAP Best Effort	8 Hours
Limited Degradation of Systems/Services (few number of users or functions affected)	3	Within 8 Hours	ASAP Best Effort	48 Hours
Minimal System/Service Interruption	4	Within 16 Hours	ASAP Best Effort	96 Hours

Support Tiers

The following details and describes our Support Tier levels:

Tier 1 – Service Desk

All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated remotely.

Tier 2 – Escalated 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 remotely by more experienced Engineers collaboratively.

Tier 3 – Advanced Support

Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 where the most qualified and experienced Engineer can provide remote support on the issue.

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Appendix B

Software Licenses Provided

- Cloud backup for Laptop/Desktop
- Advanced end Point Protection Desktop Licenses

Devices Provided and Supported

- Desktop PC
- Laptop PC

Service Rates

Service (for Turnkey IT Clients)	Rate	Unit
Onsite Billable Consulting (8-5, M-F) a 1-hour travel time minimum will be included with this billing	\$165	Hour
After Hours Consulting (remote)	\$240	Hour

Fixed Rate Installation (for Turnkey IT Clients)	Rate	Unit
New Desktop/Notebook	\$190	Each
New SOHO Firewall Installation	\$500	Each
New Enterprise Firewall Installation	\$1500	Each