

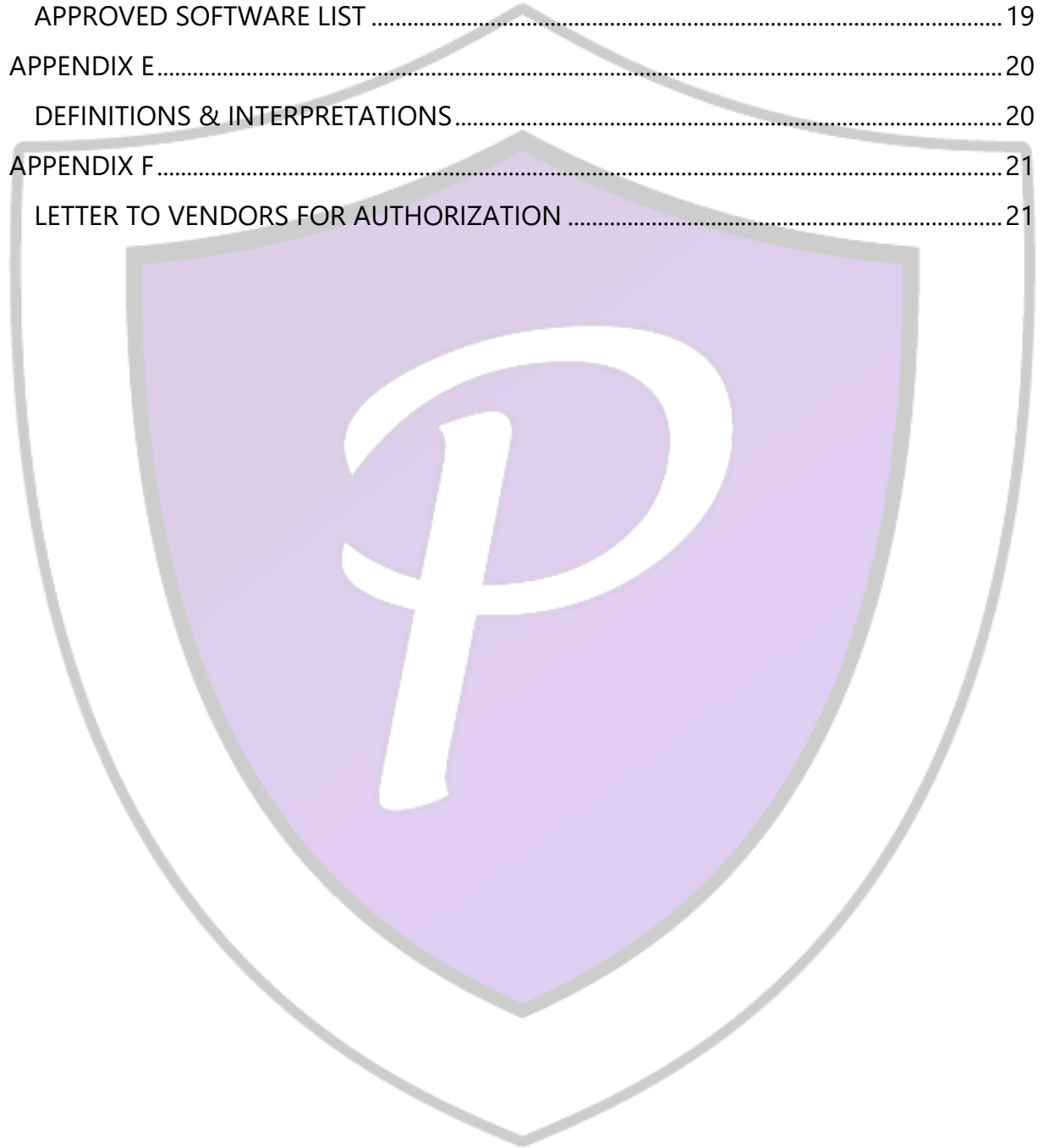
# **MANAGED SERVICE AGREEMENT**



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# WELCOME LETTER

Greetings!

We're thrilled to partner with you to look after your IT!

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards,

A handwritten signature in black ink that reads "Henry Timm".

Henry Timm & The Team @ *Phantom Technology Solutions*

## OVERVIEW

We love simplicity – so in short;

You *<Insert Client Name>*,

located at *<Insert Client Address>* ("You", "Yourself" or "Your")

are engaging us *Phantom Technology Solutions*

of 5097 N 600 E, Rolling Prairie, IN 46371 ("We", "Us" or "Our")

to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal.

**You:** You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

**Us:** We have the experience and ability to do everything. We've agreed with You and We'll do it all in a professional and timely manner.

We'll endeavour to provide World Class support to You and on top of that We'll maintain the confidentiality of everything We come across.

**Of course, it's a little more complex than that and there are a few more areas we need to cover, so let's get down to the Nitty Gritty!**

## THE NITTY GRITTY

### OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <http://www.phantomts.com/legal>

By signing this Agreement, you also agree to those *General Terms and Conditions*.

For any terms that exist in both, the terms in this Agreement will override.

## COMMITMENT TERM

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the 'Termination' section below.

## TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to: [accounting@phantomts.com](mailto:accounting@phantomts.com)

## ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to "the big boss" for You in the event You ever need to Escalate an issue further

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

### **1. Service Manager**

**Name:** Josh Kimmerling

**Email:** [jkimmerling@phantomts.com](mailto:jkimmerling@phantomts.com)

**Phone:** 1-800-338-4474 x1113

## **2. Managing Director / CEO**

**Name:** Henry Timm

**Email:** [htimm@phantomts.com](mailto:htimm@phantomts.com)

**Phone:** 800-338-4474 x1107

Please note that these Escalation Points are not to be used for lodging Service Requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

If You lodge a Service Request through one of these Escalation Channels, this will be treated as an "Emergency Upgrade" Service Request and will be charged at the "Emergency Upgrade" rate found on our Rate Schedule.

## **OUR RESPONSIBILITIES**

### **OUR RESPONSE TIME GUARANTEE**

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of the incident in writing to [accounting@phantomts.com](mailto:accounting@phantomts.com).

If We agree Your claim is valid, You will be credited 5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 25% per month.

If the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

## SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please see our Rate Schedule for more information on “Emergency Upgrades”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

## WHAT'S COVERED

As part of this Agreement, we endeavour to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

## SCHEDULED SITE VISITS

Depending on your selected Agreement/Plan, we may perform either Monthly or Quarterly Onsite Visits as indicated in the Proposal.

These visits are 3.5 hours in length and will be attended by one of our Team.

During these visits, we will perform a physical inspection and clean, if necessary, of all your Networking and Server Infrastructure at your main site.



We will send your Primary IT Contact a reminder email 7 Business Days before every Onsite Visit so You and Your team can have any requests

We will select the recurring day and time with You during the Onboarding process.

You agree to give us at least 7 Business Days' notice if you need to re-schedule or amend an upcoming Visit. If You don't give us at least 7 Business Days' notice, that monthly or quarterly site visit allowance will still be counted as used.

## REPORTING

If selected during onboarding, each week we will email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold whilst We are waiting on more information from someone on Your team.

Additionally if opted into, each month we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous months use of our services.

This report will contain metrics such as:

- ⇒ Number of Service Requests Opened and Closed for the Month
- ⇒ Service Request Types (by Category)
- ⇒ Upcoming Warranty Expirations

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

## TECHNOLOGY BUSINESS REVIEWS

As part of your Agreement – we may provide to You scheduled periodic Technology Business Review Sessions. Think of this session as meeting with your Virtual IT Manager.

In this session, we run through items such as, but limited to, the following:

- ⇒ Last Quarters Metrics
- ⇒ Your Plans for the next Quarter
- ⇒ Refresh Cycle Update / Minimum Standards
- ⇒ Technology Budget Update
- ⇒ Technology Update
- ⇒ Anything else you need to raise / discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days' notice if you need to re-schedule or amend an upcoming Quarterly Business Review. If You don't give us at least 7 Business Days' notice, that quarters Business Review will still be counted as used.

## YOUR RESPONSIBILITIES

### MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, these can be found here [www.phantomts.com/technologyplatform](http://www.phantomts.com/technologyplatform). We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

### APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

## **LODGING OF SERVICE REQUESTS**

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these .

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorised to lodge Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

## **ACCESS REQUIREMENTS**

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

## **PRIMARY IT CONTACTS**

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat at the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

### **THIRD PARTY AUTHORIZATIONS**

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.






If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

# APPENDIX A

## PRIORITY LEVELS

The following table shows each priority level and provides priority level examples.

PRIORITY	EXAMPLES
 <b>Critical</b>	<p>Your Main Server is offline and all users are unable to work.</p> <p>One of your Network Switches has failed and stopped half the company from working.</p> <p>A VPN link between 2 x offices is offline causing one office to be unable to work.</p>
 <b>High</b>	<p>Your Internet Connection is offline, users can still work locally</p> <p>Your CEO's computer has stopped working</p> <p>Your main Accounting Software has stopped working</p>
 <b>Medium</b>	<p>A user's desktop won't turn on so they can't work</p> <p>One of the main printers is not working, but users can print to another one</p> <p>A user is having problems connecting to the Wireless network</p>
 <b>Low</b>	<p>Printing is slower than normal</p> <p>A single user is unable to scan</p> <p>A user needs a program installed on their PC</p>
 <b>No Priority</b>	<p>Pro-Active maintenance of systems</p>

## RESPONSE TIMES

The following table shows the target response times for each level of our help desk plans.


AD HOC	BASICS HELP DESK	ESSENTIALS HELP DESK	PREMIER HELP DESK
When Possible	<b>Acknowledgment / Remote Response Time &lt; 24 Business Hours</b>  <b>On Site Response Time &lt; 72 Business Hours</b>	<b>Acknowledgment / Remote Response Time &lt; 4 Business Hours</b>  <b>On Site Response Time &lt; 48 Business Hours</b>	<b>Acknowledgment / Remote Response Time &lt; 1 Business Hours</b>  <b>On Site Response Time &lt; 8 Business Hours</b>



# APPENDIX B

## RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- 
- ⇒ Additions, moves or changes to users, devices, configurations, or network
  - ⇒ Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
  - ⇒ Issues lodged outside Our Business Hours
  - ⇒ Items caused by Hardware or Software not meeting our Minimum Standards
  - ⇒ Service Requests related to Software not on our Approved Software List (see Appendix D)
  - ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
  - ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
  - ⇒ Service Requests for issues related to user-initiated Virus and Malware Infections
  - ⇒ Service Requests for Issues involving the sourcing of hardware/software
  - ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage
  - ⇒ All Hardware purchases
  - ⇒ Technical project work or work that falls outside of day-to-day support
  - ⇒ Software programming work
  - ⇒ Network drops and cabling work
  - ⇒ Print, copier, and multifunction hardware repair
  - ⇒ Phone system, phone replacement, or maintenance
  - ⇒ Specialty software support
  - ⇒ Any unreasonable service requests

# APPENDIX C

## AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
→ CONSULTING		
Onsite Technology Business Review (TBR/QBR)	Per Plan	YES
→ DESKTOP, LAPTOPS AND SERVERS		
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues <sup>(3)</sup>	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing <sup>(3)</sup>	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 <sup>rd</sup> Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES



Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
<b>→ BACKUPS AND DISASTER RECOVERY</b>		
Monitor Server and Computer Backups <sup>(1)</sup>	24x7x365	YES
Troubleshoot Server and Computer Backup Failures <sup>(1)</sup>	As Needed	YES
Monitor Office365 Backups <sup>(1)</sup>	24x7x365	YES
Troubleshoot Office365 Backup Failures <sup>(1)</sup>	As Needed	YES
<b>→ PRINTERS</b>		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Warranty Claim Processing <sup>(3)</sup>		
<b>→ NETWORK</b>		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES

Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing <sup>(3)</sup>		

### → DOMAIN NAMES

Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES

### → MOBILE PHONES & TABLETS

Configure Outlook or Mail App <sup>(2)</sup>	As Needed	YES
Configure Skype for Business App <sup>(2)</sup>	As Needed	YES
Configure OneDrive for Business App <sup>(2)</sup>	As Needed	YES
Configure Teams for Business App <sup>(2)</sup>	As Needed	YES

### → OFFICE 365

Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES
Install & Connect OneDrive Desktop Client <sup>(2)</sup>	As Needed	YES
Install & Connect Skype for Business Desktop Client <sup>(2)</sup>	As Needed	YES
Install & Connect Teams Desktop Client <sup>(2)</sup>	As Needed	YES

**(1)** Only applies to when using the Backup Platforms in our Recommended Technology Platform.

**(2)** This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

**(3)** As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

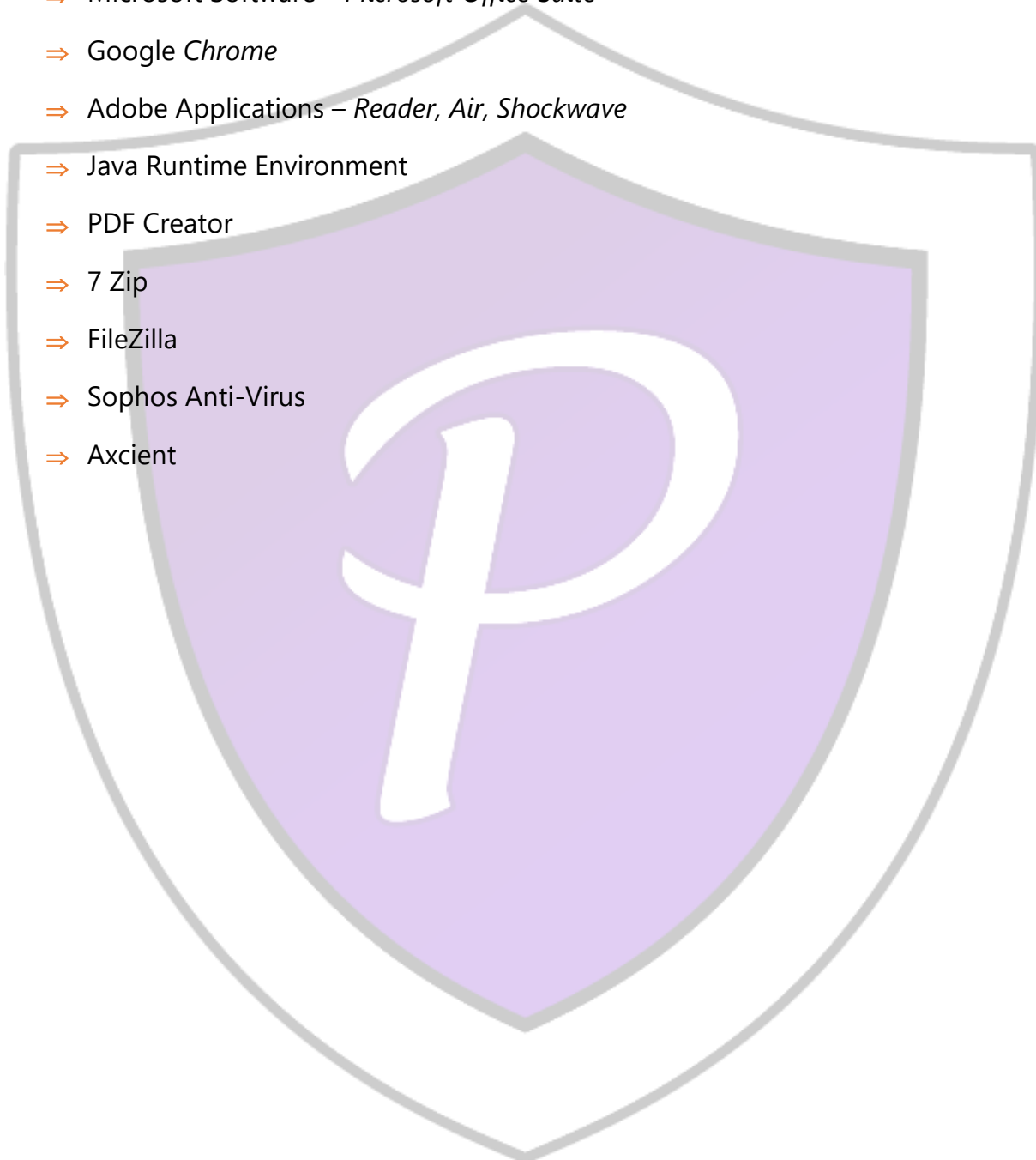
As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.



# APPENDIX D

## APPROVED SOFTWARE LIST

- ⇒ Microsoft Software – *Microsoft Office Suite*
- ⇒ Google *Chrome*
- ⇒ Adobe Applications – *Reader, Air, Shockwave*
- ⇒ Java Runtime Environment
- ⇒ PDF Creator
- ⇒ 7 Zip
- ⇒ FileZilla
- ⇒ Sophos Anti-Virus
- ⇒ Axcient



# APPENDIX E

## DEFINITIONS & INTERPRETATIONS

**"Agreement"** means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

**"Plan Fee"** means a quote provided to You by Us;

**"Proposal"** means a Quote or Proposal provided to You by Us;

**"Rate Schedule"** means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

**"Recommended Technology Platform"** is the list of Software and Hardware found at [www.mycompanyname.com/rtp](http://www.mycompanyname.com/rtp) and updated by Us from time to time.

**"Response Time"** Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

**"Services"** means the provision of any services by Us including Work, advice and recommendations;

**"Service Request"** means any request for work that either you ask us to perform or we perform proactively on your behalf;

**"Software"** includes software and any installation, update, associated software and any services provided in connection with any of these things;

# APPENDIX F

## LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.



### EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted Phantom Technology Solutions to manage our IT and Technology needs.

To be able to do this effectively, Phantom Technology Solutions needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at Phantom Technology Solutions to access and modify all aspects of our account and all the products and services that we have with **<vendor name>** effective immediately.

This authorization is valid until we give you written notice otherwise. Should you require any further details, please let us know.

Regards,

**<Clients Name>**

**<Title>**