

Prime of Life Tech Subscription Services Agreement

This agreement for IT managed services is between CLIENT and Prime of Life Tech (VENDOR), effective DATE.

Managed Services Subscription Summary

Prime of Life Tech provides managed services on a monthly subscription basis for your computers, mobile devices, and other technology. The rates below are effective July 1, 2021.

| Service Type | Monthly Cost | Support Hours Included |
|--|--------------|------------------------|
| Computer support (per user) | \$50.00 | 1.0 |
| Server support | \$100.00 | 1.0 |
| Printer support (per printer) | \$25.00 | 0.5 |
| Wifi router support | \$50.00 | 1.0 |
| Essential cybersecurity support (per user) | \$25.00 | 0.5 |
| Mobile device support (per user) | \$50.00 | 1.0 |

Your Subscription: Working Agreements

CLIENT agrees to the following working agreements with VENDOR for providing managed services.

1. This MSP agreement requires an initial on-site CLIENT onboarding and setup of 1-4 hours at the VENDOR's discounted hourly rate of \$100 per hour, to be included in the client's first billing.
2. Additional setup time for essential cybersecurity support (if selected) may be required, depending on the number of users.
3. VENDOR will provide CLIENT with helpdesk support during standard business hours: 8:00 am - 5:00 pm Mountain time, Monday-Friday, 12:00 pm - 4:00 pm Mountain time on Saturdays. Weekends, holidays, and holiday weekends observed.
4. CLIENT onboarding procedure includes CLIENT user setup in VENDOR helpdesk ticketing system My Tickets (one login per user) and user training for initiating service calls.
5. CLIENT will submit all helpdesk/support requests through My Tickets.
6. Documentation for all support issues will reside in My Tickets.
7. Monthly helpdesk support time included (by service type):
 - a. Workstations: 1 hour per user/system
 - b. Server: 1 hour per server
 - c. Printer: 30 minutes per printer
 - d. Wifi: 1 hour per router
 - e. Essential cybersecurity: 30 minutes per user

- f. Mobile device support: 1 hour per device
- 8. Support for printers or wifi routers requires a support agreement for at least one workstation, server, or mobile device.
- 9. Additional support or consulting time beyond included support time billed at \$100 per hour (a 20 percent discount off the standard hourly rate of \$125).
- 10. 30-minute response time on service calls.
- 11. Remote problem resolution for workstations, servers, and mobile devices is preferred whenever possible.
- 12. VENDOR will provide on-site support when required for maintenance and troubleshooting on workstations, servers, and mobile devices.
- 13. VENDOR will provide on-site support when required for maintenance and troubleshooting on printers and wifi routers.
- 14. Trained CLIENT-appointed users (a primary or their backup) will be available to perform a controlled shutdown and restart on subscribed devices on the VENDOR's behalf.

Your Subscription: What's Included

The VENDOR provides the following services for each subscription type:

- 1. Workstation support
 - a. Initial security evaluation and recommendations provided to CLIENT with possible remediation steps required.
 - b. Initial workstation support setup.
 - c. Monthly health checks and maintenance for backups, updates, and malware.
 - d. One hour monthly helpdesk/support time per workstation, monthly checks included.
- 2. Server support
 - a. Initial security evaluation and recommendations provided to CLIENT with possible remediation steps required.
 - b. Initial server support setup.
 - c. Monthly health checks and maintenance for backups, updates, and malware.
 - d. One hour monthly helpdesk/support time per server, monthly checks included.
- 3. Wifi router support
 - a. Initial security evaluation and recommendations provided to CLIENT with possible remediation steps required.
 - b. Initial wifi router support setup.
 - c. Firmware updates.
 - d. Monthly health check and maintenance.
 - e. One hour monthly helpdesk/support time per router, monthly checks included.
- 4. Printer support
 - a. Initial security evaluation and recommendations provided to CLIENT with possible remediation steps required.
 - b. Thirty (30) minutes monthly support time per printer for troubleshooting problems.
- 5. Essential Cybersecurity support
 - a. Antimalware installation, setup, and user training.
 - b. Password manager installation, setup, and user training.
 - c. Two-factor authentication installation, setup, and user training.

- d. Discuss whether using a VPN is advised.
 - e. User training on social engineering.
 - f. Thirty (30) minutes monthly helpdesk/support time per user, including threat response.
6. Mobile Device support
 - a. Initial security evaluation and recommendations provided to CLIENT with possible remediation steps required.
 - b. Initial mobile device support setup.
 - c. Monthly health checks for backups, updates, and malware.
 - d. One hour monthly helpdesk/support time per device, monthly checks included.
 7. Training
 - a. User training for initiating VENDOR helpdesk/support calls includes CLIENT setup in VENDOR helpdesk ticketing system, one login per user.
 - b. Training for CLIENT-designated users (primary and backup) on proper equipment shutdown and restart procedures at CLIENT site, including servers, wifi routers, workstations, printers, and mobile devices (all subscribed devices).

Your Subscription: What's Not Included

The CLIENT is responsible for the following:

1. All software licenses used by the CLIENT.
2. Any additional software needed to satisfy basic security recommendations by the VENDOR.
3. Any additional software required for enhanced cybersecurity support recommended by the VENDOR.
4. Purchasing cybersecurity insurance.
5. Cost of third-party services, such as equipment leases, cloud storage, or backups.
6. Network infrastructure. However, the VENDOR would act as the CLIENT's representative with other contractors as needed.
7. Managing routine printer jams, as well as ordering and replacing paper and toner.

Account Setup, Financial, and Legal Agreements

1. Services are billed monthly and paid in advance.
2. CLIENT may add or remove services, users, or devices to their subscription as needed.
3. The following month's billing will reflect any subscription changes, including the addition or removal of services, users, or devices.
4. No refunds on paid invoices. Credits are issued during the next monthly billing cycle for subscription changes in the previous month.
5. No contracts are required. Subscriptions are monthly, and CLIENT may cancel services individually or their entire subscription at any time.
6. New subscriptions only. If a new subscription cancellation occurs during the first 15 days of monthly service, the CLIENT will receive a full refund for their subscription fees, minus the initial onboarding fee. No refunds after the first 15 days.

7. VENDOR and Patrick Baker assume no risk or liability for losses or damages on company or personal devices, including malfunction, failure, breakage, data loss, identity theft, online scams resulting in monetary loss, hacking, phishing, spoofing, or infection with malware such as viruses or ransomware.
8. CLIENT assumes all risk and liability from actions or inactions by CLIENT or users employed by CLIENT resulting in loss or damage on company or personal devices, including malfunction, failure, breakage, data loss, identity theft, online scams resulting in monetary loss, hacking, phishing, spoofing, or infection with malware such as viruses or ransomware.
9. VENDOR will make a reasonable effort to resolve CLIENT technical support issues successfully.
10. Thirty-day VENDOR warranty for work completed. If it's still broken, we'll fix it or advise an alternative fix.
11. VENDOR will make every effort to resolve any disputes with CLIENT through friendly negotiations. If negotiations prove unsuccessful, VENDOR and CLIENT will seek mediation, then arbitration if necessary, to settle any unresolved disagreements.