



IRON BYTES SHIELD

System Monitoring and Response

Service Level Agreement
Outline of Services to be Performed

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Contents

- 1. Statement of Intent..... 2
- 2. IronBytes Shield Managed IT Service Overview 2
- 3. Problem Resolution..... 3
- 4. Scheduled Maintenance Window 4
- 5. IronBytes Shield Support Response Levels..... 4
- 6. Service Availability Periods 5
- 7. Initial Terms of the Agreement 5
- 8. Service Fees and Pricing 6
- 9. Licensing Compliance 6
- 10. Terms & Conditions..... 6
- 11. Miscellaneous. 11
- 12. Acceptance of Service Level Agreement 13

1. Statement of Intent

This Service Level Agreement (also referred to as "Agreement") documents the characteristics of technology services that are required by CUSTOMER NAME ("Customer") as they are mutually understood and agreed to by representatives of IronBytes, LLC doing business under the assumed name of IronBytes and Customer. The purpose of the Service Level Agreement is to ensure that the proper elements and commitment are in place by both parties in order to provide optimal technical services for the Customer's business functions.

2. IronBytes Shield Managed IT Service Overview

The Customer requires a consistent level of technical support throughout the year. IronBytes, a technology service provider, has responded to this requirement by offering the following IronBytes Shield Managed IT Service. In order to execute this service, IronBytes will work with the Customer to perform the following services related to workstations, servers, and networking equipment that are covered under the IronBytes Shield Managed IT Service:

1. Monitor system utilization (CPU utilization, Disk utilization, RAM details, Disk volume, Reboots, Hardware changes);
2. Network Device monitoring through SNMP/TCP;
3. Process/Service Monitoring;
4. Apply necessary Microsoft patches and updates on a scheduled basis;
5. Monitor and restart failed critical services;
6. Monitor online and offline status of servers;
7. Provide responses to system and service failures and alerts to facilitate onsite and remote support as needed;
8. Monitor Windows event and alert logs;
9. Provide a call ticketing system for the Customer to place and track service requests; and
10. Monitor and watchdog 24/7 health and stability of covered workstations and servers.

Details of available tier benefits as follows. *(Server refers to any computer being used in a server capacity, regardless if it's running a server OS):*

Business Essential Tier

Monitoring agent
Remote technician access
WebRoot Anti-Virus (if requested by Customer)
24/7 Emailed notification of alerts
Automatic Ticket Creation
Customer Portal

Business Premium Tier

All Features of Essential Tier
Monthly system report
Patch Management
Software Compliance Monitoring
Asset & Software Reporting
Automated Maintenance
1 hour of remote support

Residential Tier

Monitoring agent
Remote technician access
WebRoot Anti-Virus (if requested by Customer)
24/7 Emailed notification of alerts
Automated Maintenance

Also available (addition costs apply)

Remote and Onsite Support
Online backup
Remote and/or Onsite Labor
Percentage discounts for blocks of labor

3. Problem Resolution

1. IronBytes will make reasonable efforts to resolve a problem using available resources. However, Customer acknowledges that IronBytes does not warrant or represent its capacity to solve every problem encountered.
2. If the problem falls outside of the expertise of IronBytes personnel, IronBytes will subcontract the services portion of the fix to a certified outside technician at the Customer's expense. The Customer will be directly responsible for any hardware costs associated with the repair or replacement necessary to remedy the issue.

3. While IronBytes will respond to and attempt to assist the Customer's users in resolving application specific issues, IronBytes does not have "expert" knowledge of how the Customer's business applications are to be used and therefore will rely on the Customer to contact the corresponding software vendor regarding any matter that is application specific.
4. The Customer will ensure that a qualified staff member will serve as the primary contact for all application specific issues and will provide a list identifying the responsible individual for each supported application.

4. Scheduled Maintenance Window

Regularly scheduled maintenance can cause a service outage or have an impact on performance. Where feasible, the scheduled maintenance will be started after the close of the Customer's business day or as otherwise defined by the Customer's schedule.

5. IronBytes Shield Support Response Levels

1. All service requests must be entered into IronBytes Shield's ticketing system. If for some reason access to IronBytes Shield's ticketing system is unavailable, the Customer should contact IronBytes using the main line at 269.488.4766.
2. The following outlines the severity levels and their response commitments within the Standard Service Availability Schedule as defined in section 6. Depending on the nature of the issue, one of three escalation levels can be assigned to the help request.
 - a. Priority 1 (High) Response time is: 1 hour or less
 - i. A priority 1 issue can be defined as an event where the system is down and multiple users are affected. In general the employee is unable to perform their job until the issue has been resolved.
 - ii. In normal practice, the issue is addressed immediately. In the event that there are multiple priority 1 issues, a queuing process takes place ensuring that the 1 hour or less response time is achieved. It is important to note that although the issue will be responded to there is no guarantee that it can be resolved within an hour. The remedy will commence ASAP.
 - b. Priority 2 (Normal) Response time is: 4 hours or less
 - i. A priority 2 issue is defined as an event where the user is able to work around the issue for the time being. In general the employee is able to perform their job but the identified issue is severely affecting their productivity.

- ii. In normal practice, the issue is addressed immediately. In the event that there are multiple priority 2 issues, a queuing process takes place ensuring that the 4 hour or less response time is achieved. It is important to note that although the issue will be responded to there is no guarantee that it can be resolved within a 4 hour time period. The remedy will commence ASAP.
- c. Priority 3 (Low) Response time is: 8 hours or less
 - i. A priority 3 issue may be described as an event where an issue exists, however the user is able to work around the issue for the time being. In general the employee is able to perform their job but the identified issue is moderately affecting their productivity.
 - ii. In normal practice, the issue is addressed immediately. In the event that there are multiple priority 3 issues, a queuing process takes place ensuring that the 8 hour or less response time is achieved. It is important to note that although the issue will be responded to there is no guarantee that it can be resolved within an 8 hour time period. The remedy will commence ASAP.

6. Service Availability Periods

1. Standard Service Availability Schedule.
 - a. Standard service and support is available year round during normal business hours. Services provided by IronBytes or its subcontractors will be provided during normal business hours
 - b. Monday through Friday excluding IronBytes recognized holidays. Services provided outside of IronBytes standard service times and hours will be considered out of scope and will be billed out at overtime rates if the customer requests it.
2. After Hours Service Availability Schedule (Extended Support).
 - a. Throughout the year the Customer may require after hour coverage beyond the normal service availability schedule. IronBytes will provide a list of contacts and phones numbers to the Customer for after hour technical support. After hours rates are as follows: after 5:00pm to before 8:00am M-F and all day Saturday at 1.5 times the standard service rates. Sundays and Holidays are billed out at 2 times the standard service rates.

7. Initial Terms of the Agreement

Unless specified in writing 30 days prior to the Agreement end date, this service agreement will automatically renew on an annual basis as outlined in the "Terms and Conditions" Section.

8. Service Fees and Pricing

The following service fees, terms, and pricing structure shall be in effect for the duration of the service period.

1. The Customer will be invoiced for services rendered by IronBytes on a monthly basis.
2. The Customer shall pay IronBytes all fees in U.S. dollars within 30 days from the date of IronBytes invoice.
3. Payments not received by the due date shall bear a time/price differential of 1.5% on all unpaid balances.
4. Onsite time starts once technician is at Customer facility and stops once technician leaves the customer site.
5. IronBytes will provide (5) hours of remote support per month for troubleshooting purposes at no additional charge. This time will not rollover from month to month and cannot be used for project related work. Remote troubleshooting support exceeding (5) hours a month will be billed out at standard rates. Onsite troubleshooting will also be billed out at standard rates.
6. Each additional PC, laptop or server put on the IronBytes Shield service, outside of the original covered devices, will be billed out on a per unit charge per month based on the per device rate listed in the fees section.

9. Licensing Compliance

The Customer is responsible for maintaining valid licenses for all applications, software and hardware within the Customers organization. IronBytes is not responsible for monitoring the Customer's compliance with vendor licensing and will not be responsible or liable for any fines or fees levied against the Customer in the event of noncompliance with vendor licensing agreements.

10. Terms & Conditions

The performance of the services described in Sections 2 and 3 of this Service Level Agreement by IronBytes for the Customer is subject to and shall be governed by the following terms and conditions, which are hereby incorporated into this Service Level Agreement:

1. Service Fees. In consideration of the Services outlined in this Agreement, the Customer shall pay IronBytes the service fees in the amounts and at the rates set forth in Section 8. The Customer shall pay all amounts payable to IronBytes hereunder within thirty (30) days of the date of the invoice submitted by IronBytes. If IronBytes undertakes collection or enforcement efforts, the Customer shall be liable for all costs thereof, including, without limitation, reasonable attorney's fees and late charges. IronBytes may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the

transactions contemplated hereby (other than with respect to the income of IronBytes).

2. **Customer Responsibilities.** The Customer shall provide IronBytes with such access to its facilities, networks and systems as may be reasonably necessary for IronBytes to perform the services outlined in this Service Level Agreement. The Customer acknowledges that IronBytes' performance of the services outlined in this agreement is dependent upon Customer's timely and effective performance of its responsibilities hereunder.
3. **Confidentiality.** Except for purposes of this Service Level Agreement, IronBytes shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that IronBytes may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained.
4. **Non-Solicitation.** Customer agrees that during the Initial Term or any subsequent Renewal Term(s) of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IronBytes that is or was involved with or part of the services rendered under the Service Level Agreement. Client agrees that if it violates this paragraph, Client shall pay, within ten (10) days of the hiring of any IronBytes employee, thirty percent (30%) of the IronBytes technician's first year salary as a fee to IronBytes for the solicitation and hiring of any IronBytes employee.
5. **Intellectual Property.** Intellectual property rights arising from the services provided hereunder shall remain the property of IronBytes. Nothing contained in this Service Level Agreement shall be construed to transfer, convey, restrict, impair or deprive IronBytes of any of its ownership or proprietary interest or rights in technology, information or products that: (a) existed prior to the provision of deliverables under this Service Level Agreement; or (b) that may be independently developed by IronBytes outside the scope of this Service Level Agreement and without use of any of Client's confidential or otherwise restricted material or information hereunder.
6. **Warranties/Disclaimer.** IronBytes shall perform the Services outlined in this Agreement in a professional manner. IronBytes is not the manufacturer of any of the software, tools and/or products utilized in connection with this Service Level Agreement. IronBytes shall, however, make available to Customer any warranties made to IronBytes by the manufacturers of the software, tools and/or products utilized by IronBytes in connection with the Services hereunder, to the extent transferable and without recourse.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, IronBytes IS NOT REPRESENTING IN ANYWAY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIALS ACCESSIBLE THROUGH THE SERVICES IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, IronBytes MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH IronBytes, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION GIVEN BY IronBytes, ITS AGENTS, EMPLOYEES, AFFILIATES OR CONTRACTORS SHALL CREATE A WARRANTY.

7. Limitation of Liability. THE SERVICES AND WORK PRODUCT OF IronBytes ARE SOLD AND/OR PROVIDED "AS IS". IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF IronBytes, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND AFFILIATES, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, TO CUSTOMER FOR DAMAGES, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IronBytes HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IronBytes BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE LEVEL AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF.

IF CUSTOMER IS DISSATISFIED WITH THE SERVICES OR ANY OF ITS TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES OF IronBytes, CUSTOMER MUST NOTIFY IronBytes IN WRITING AND ALLOW IronBytes A MINIMUM OF TEN (10) DAYS (OR SUCH LONGER PERIOD AS IronBytes MAY REASONABLY REQUIRE) TO CORRECT THE BASIS FOR THE DISSATISFACTION

8. Use of Services. Customer shall not use any Service to invade another person's privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability. Customer shall also not use any Service to (i) achieve unauthorized access to any computer systems, software, data, or any confidential or proprietary material of any other person, without the knowledge and consent of such person, (ii) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through any Service that is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder, or (iii) restrict, inhibit or

otherwise interfere with the ability of any other person to use or enjoy the use of any Service or the Internet, including, without limitation, posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature.

9. Indemnification/Hold Harmless. Customer agrees to indemnify, defend and hold IronBytes harmless from any liability or loss (including reasonable attorney fees) in connection with any actual or alleged damages to any person or property that arises out of this Agreement and/or the use and/or misuse of the services and/or products provided. Under such circumstances, IronBytes shall promptly notify Customer in writing of any claim or suit, and Customer shall have the sole control of the defense and all related settlement negotiations. To the extent necessary to assist Customer in the defense of any claim or suit, IronBytes will provide the Customer with commercially reasonable assistance, information (with the exception of privileged or confidential information) and authority necessary to perform Customer's obligations under this paragraph. Customer shall reimburse IronBytes for any reasonable expenses incurred by IronBytes in providing such assistance.

10. Termination. Customer acknowledges that the damages that IronBytes will suffer upon Customer's breach of this Agreement, or upon Customer's early termination of this Agreement (i) will be difficult to precisely determine, but (ii) will be substantial. Consequently, the Customer acknowledges that the liquidated damages set forth in this section represent reasonable estimates of the actual damages that IronBytes would suffer upon Customer's breach of this Agreement, or upon Customer's early termination of this Agreement.
 - a. Definition of Customer's Termination for Cause. For purposes of this Agreement, Customer may terminate this Agreement for "cause" only in the event that IronBytes has fully breached a material term or condition of this Agreement, and the alleged breach remains uncured for a period of 30 days following IronBytes' receipt of written notice from Customer which details all aspects of the alleged breach. If at the conclusion of the 30-day notice period, IronBytes and Customer disagree as to whether (i) IronBytes breached a material term of this Agreement; or (ii) IronBytes substantially cured the alleged material breach; then, IronBytes may elect to have the disagreement resolved through arbitration proceedings.

 - b. Definition of IronBytes' Termination for Cause. For purposes of this Agreement, IronBytes may terminate this Agreement for "cause" only in the event that Customer has breached a material term or condition of this Agreement, and the alleged breach remains uncured following Customer's receipt of written notice from IronBytes, which details all aspects of the alleged breach, for a period of 30 days for non-payment breaches and 5 days for payment breaches. If at the conclusion of the relevant notice period, Customer and IronBytes disagree as to whether (i) Customer breached a material term of this Agreement; or (ii) Customer substantially cured the

alleged material breach; then IronBytes may elect to have the disagreement resolved through arbitration proceedings.

- c. Customer's Termination of this Agreement without Cause. During the initial term, the Customer may terminate this Agreement without cause by providing IronBytes with written notice of termination, termination to be effective on the last day of the 30 days following the date of notification.
Customer agrees that, upon termination of this Agreement without cause as outlined above, Customer shall pay IronBytes all of the following: (i) Any outstanding, unpaid monthly monitoring fees calculated as of the date of termination (ii) all fees, cancellation costs or penalties which IronBytes or Customer may owe to third parties; and (iii) any and all fees and costs, including without limitation, labor costs of IronBytes or any other required person or entity, in connection with any transition services which IronBytes provides on behalf of Customer.
- d. Customer Termination for Cause. In the event that Customer terminates this Agreement for cause, Customer shall not be required to pay any monthly monitoring fees following the effective date of termination, and IronBytes shall assume the reasonable cost of transitioning Customer to another service provider, if any.
- e. IronBytes Termination Without Cause. IronBytes may terminate this Agreement without cause effective 30 days from the date IronBytes provides written notice to Customer. In the event IronBytes terminates this Agreement without cause, Customer shall not be required to pay any monthly monitoring fees following the effective date of termination under this paragraph, and IronBytes shall assume the reasonable cost, only, of transitioning Customer to another service provider.
- f. IronBytes Termination for Cause. In the event that IronBytes terminates this Agreement for cause, then Customer must pay IronBytes all of the following: (i) Any outstanding, unpaid monthly monitoring fees calculated as of the date of termination, (ii) All fees, cancellation costs or penalties which IronBytes or Customer may owe to third parties; and (iii) Any and all fees and costs, including without limitation, labor costs of IronBytes or any other required person or entity, in connection with any transition services which IronBytes provides on behalf of Customer. Customer agrees and acknowledges that IronBytes is under no obligation to perform any transition services for Customer until Customer pays all amounts owed under this paragraph
- g. Option to Renew. This agreement will automatically renew on an annual basis. The Customer can opt out of this auto renewal by notifying IronBytes in writing 30 days prior to the contract end date. The Renewal Term shall be on the same terms and conditions as stated in this Agreement except that the Service Fees and Pricing in Section 8 of this Agreement shall be determined by mutual agreement of the parties

for the Renewal Term. If the parties cannot agree on the Service Fees and Pricing by a date thirty (30) days before the existing term of the Agreement expires, this option shall terminate and the Agreement shall expire at the end of the Initial Term.

- h. Expiration of Agreement. At the expiration of the Initial Term or any subsequent Renewal Term, Customer shall pay all fees and costs, including, without limitation, the labor costs of IronBytes or any other required person or entity for the performance of any transition services which IronBytes provides on behalf of Customer. IronBytes shall discontinue the Services at midnight on the last day of the term of this Agreement.
- i. Transition/Migration. Following any termination of this Agreement, and subject to Customer's payment of all amounts due, the parties shall cooperate with each other to attempt to minimize the effects of the termination on Customer's business and attempt to minimize Customer's expenses related to the transition of the Services to another service provider, if any. Customer will refrain from any disparaging comment or statements about IronBytes to any other person or entity, in order to facilitate the transition in a courteous and professional manner. Access to IronBytes systems and facilities and the process or method of migration out of IronBytes, shall be subject to IronBytes final, written approval.

11. Miscellaneous.

- a. Amendment. This Agreement may be modified only by a writing that expressly sets forth both parties' intent to modify this Agreement, and which is signed by both parties' authorized representatives. Any purchase order, service order or other ordering document shall not modify this Agreement, nor have any legal effect.
- b. Authority. Customer represents and warrants to IronBytes that the individual signing this Agreement on Customer's behalf has the complete and full right, power, and authority to enter into this Agreement and to perform all of its obligations in accordance with its provisions.
- c. Captions and Headings. The headings and captions in this Agreement are included as a matter of convenience and shall not be construed as a substantive part of this Agreement.
- d. Counterparts and Facsimile Signatures. This document may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement, even though all the parties are not signatories to the original or the same counterpart. On request of either party, each of the parties shall sign a sufficient number of counterparts so that each party will receive a fully executed original. A facsimile signature shall be deemed an original.

- e. Entire Agreement. This Agreement contains the entire understanding between the parties pertaining to the subject matter of this Agreement and supersedes and replaces all prior or existing written and oral agreements, including contemporaneous agreements, between the parties and/or their representatives pertaining to the subject matter of this Agreement.
- f. Savings Clause. If any provision of this Agreement or its application is held to be invalid, void, or illegal, that provision shall be severed and the remainder of this Agreement shall not be affected. Such a finding shall in no way affect, impair, or invalidate any other provision of this Agreement, which shall remain in full force and effect.
- g. Assignment. This Agreement may not be assigned or transferred by the Customer without the prior written consent of IronBytes.
- h. Independent Contractor. The parties agree that their relationship status is that of independent contractors.
- i. Limitations Period. All disputes involving or arising under this Agreement must be commenced within one (1) year after the cause of action has accrued.
- j. Governing Law. This agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.
- k. Force Majeure. IronBytes will not be deemed to be in default of any provision of this Agreement, or for failure of performance, resulting from acts or events beyond its control. Such acts shall include, but are not limited to, acts of God, civil or military action or inaction, civil disturbance, war, strikes, labor disputes, fires, epidemics, other catastrophes or natural disasters, unavailability of personnel, services, materials, power, or communication, or other events or causes beyond IronBytes reasonable control.
- l. Successors. This agreement shall be binding upon it and inure to the benefits of the Customer and its receptive errors, representatives, successors, and permissible assigns.
- m. Waiver. The waiver by IronBytes of the breach of any provision of this Agreement by the Customer shall not operate or be constructs construed as a waiver of any subsequent breach.
- n. Notices. All notices must be in writing and send either by hand delivery, messenger, certified mail, return receipt requested, overnight courier, or by facsimile or by email

(with a confirming copy) and shall be effective when received by such party at the address listed herein or other address provided in writing.

- o. Construction of Agreement. Both parties are deemed to have cooperated in the drafting and preparation of this Agreement, and construction to be made to this agreement shall not be construed against any party.

12. Acceptance of Service Level Agreement

The Customer wishes to engage IronBytes in this service level agreement, and by signing below, the customer accepts and agrees to all of the provisions, terms and conditions of this service level agreement.