



Managed Services Service Desk Support SOW



PREPARED BY:

DATE:

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August 23, 2024



Executive Summary

American Road & Transportation Builders Association ("ARTBA" or "Customer") is seeking managed services remote support, Service Desk Level 1 / Level 2 for their 30 end users.

The expectation is that the Arraya Managed Team will assume operational responsibility for the supported services during the hours specified. Arraya will use a pool of support resources who will engage Customer end-users remotely using approved methods (phone/email/remote software, etc.).

Service Scope

Service Desk Support

- 24x7x365 remote technical support assistance for frontline level 1 (L1) and level 2 (L2) requests.
- Support for approximately 30 users; approximately 15 support requests per month.
- Support activities include:
 - o Password resets and user access requests, group changes.
 - o Email-related troubleshooting.
 - o Productivity applications support.
 - O365 Suite, Adobe, Teams, Excel, Word, Intune, SharePoint, Zoom
 - Desktop alert & monitoring / OS troubleshooting (40 Windows devices)
 - IT asset management.
 - Printer assistance and troubleshooting.
 - New hire setups.
 - Termination requests.
 - Multifactor Authentication (MFA) support.
 - Antivirus support.
 - Escalation to third party and/or internal Customer resources, per escalation matrix.
 - Provide licenses and deployment of Remote Monitoring & Management (RMM) agents, group changes and maintenance to identify and target eligible workstations and enable end-user communications.
 - o Provide up to (3) Co-Manage licenses to Arraya's ITSM platform.

Patching as a Service

- Develop a runbook with Customer to formulate patch procedures.
- Install the latest patches and updates from Microsoft for each in-scope server and workstation.



- Test functionality after each update.
- Initiate roll-back plan for any incomplete patches.
- Communicate any apparent risks for each update to each server if applicable.
- Communicate all successes and any failures post-install.
- Recommended schedule:
 - Workstations and servers to be patched monthly.

Managed Security - Phishing Campaign & Awareness Training

- Quarterly KnowBe4 Phishing Campaign & Security Awareness Training.
 - Arraya will coordinate a simulated phishing campaign and training via KnowBe4
 Portal.
 - If an ARTBA user fails a portion of the KnowBe4 quarterly campaign, Arraya will push out KnowBe4 Security Awareness Training to the user.
- ARTBA internal IT to approve templates.
- Arraya's Cyber Analyst will review campaign results with ARTBA internal IT.

SafeGuard365 as a Service

DataGuard:

Service Overview:

While Microsoft provides many powerful tools and services, data protection within the platform is primarily focused on infrastructure resiliency rather than complete data backups or long-term retention. Arraya's SafeGuard365 Suite delivers a stress-free and economical way to reduce existing vulnerabilities and improve resiliency.

Your Microsoft 365 data is not immune to loss or corruption. Accidental deletion, malicious attacks, software glitches, and hardware failures can all lead to data loss. SafeGuard365 Suite provides a safety net in the event of a loss, enabling businesses with swift and seamless recovery when needed.

Arraya's DataGuard, a product within the SafeGuard365 Suite, is a managed service that provides secure and cost-effective backup, recovery, and management for all your Microsoft 365 data: Groups, Exchange Online, Teams, SharePoint Online, and OneDrive. Our team performs nightly backups, maintains the retention policies in accordance with your goals, and provides recommendations on ensuring industry-specific compliance is satisfied. Plus, our experts are available in the event of an incident to walk with you through restoration + recovery, so you are back to 'business as usual' with ease.



Deliverables/Benefits:

- Maintain regular backups outside of M365.
- Manage the quality & integrity of files, frequency, and retention rules.
- Maintain business continuity in the event of an incident.
- Meet compliance requirements and avoid costly penalties.
- Recover files in the event of an outage or incident.
- Rely on a single point of contact across all of Arraya's departments.

Work Activity:

Arraya Solutions staff will work closely with the Customer's staff to perform the activities listed below:

- Register and maintain target user lists.
- Perform nightly backups of M365 data.
- Maintain backup contents, exclusions, schedule, and retention parameters.
- Monitor and resolve backup errors and inconsistencies.
- Support backup restorations in the event of an incident.
- Meet monthly with the customer to review.

Eligible Technologies

Arraya will consider the following technologies eligible for support under this agreement:

| Service | Qty | Device Type |
|----------|-----|--------------|
| Patching | 40 | Workstations |
| Patching | 10 | Servers |

Onboarding Activities

Arraya will handle the following activities in support of Service Scope above:

- Introduce Service Delivery Manager, review service levels and schedule recurring touchpoints.
- Work with Customer to identify system owners, contacts, and approvers.
- Document in-scope systems and services and perform knowledge transfer.
- Determine escalation workflows for issues and requests that extend beyond scope and create escalation matrix/protocol.



- Implement RMM software (up to 40 devices).
- Implement DataGuard as a Service (M365 backup).
- Review service dashboards and native reporting capabilities with Customer.
- Review and incorporate Customer change controls into Arraya's processes.
- Customize account and site configuration in Arraya's ITSM.
- Provide Customer with Support number and Support email address.
- Provide Customer Arraya's ITSM Ticket Portal access.
- Train end users on how to open support tickets and communicate escalation procedures.

Service Delivery Management

The Service Delivery Manager (SDM) acts as the single point of contact for Customer across all of Arraya's departments and resources. This resource takes ownership of escalations to establish effective communication between stakeholders. They are accountable for service delivery performance, satisfying customer expectations, and pushing on-demand requests. The SDM will work with the Customer on a recurring cadence, tracks, and reports on KPI metrics. Additionally, the SDM will provide weekly, monthly, and quarterly reports.

Service Requirements

The following list of Customer requirements is necessary for Arraya to perform the services identified in this proposal. Failure to meet these requirements may affect Arraya's ability to perform activities or meet contracted service levels. This does not prohibit Arraya from charging Service Fees.

- Supported client devices and services are eligible for support and covered under a current maintenance agreement. If maintenance agreements do not exist, Arraya will pursue problem remediation on a best effort basis and/or engage vendors with Customer approval.
- Customer will select one or more team members from their organization to function as a point of contact for support provided by Arraya.
- Customer will provide the name and contact information of one or more individuals with functional authority to request and approve out of scope work.
- Customer will provide Arraya Managed Services personnel with administrative access necessary to perform the services identified in this proposal. This includes remote access to internal devices.
- Customer will provide access to O365 productivity applications.
- Customer will provide licenses for any relevant software required to support Arraya Managed Services, including but not limited to Microsoft Defender for Endpoint and Microsoft Defender for O365.



- Customer will notify Arraya of Priority 1 (Urgent) incidents and service requests by telephone.
- Customer will provide or collaborate to develop a customer escalation matrix and protocol.

If, during the onboarding period, Arraya discovers the Customer environment varies significantly from the expected state, Arraya reserves the right to recommend functional changes to supported technologies and/or propose changes to scope or fee structure.

Service Definitions

Submission Time – Time when Customer raises an issue through one of the supported methods.

Assignment Time – Time when Arraya support team member assumes ownership of the issue and responds to the Customer to begin initial triage.

Response Time – Time difference between Submission Time and Assignment Time.

Response Escalation – Time interval following Submission Time when an issue has not been assigned to an Arraya support team member and/or the Customer has not received a response to begin initial triage.

Priority – Classification of issue severity, reflected as a combination of urgency and impact, to be applied by Arraya support team members following Submission Time and adjusted as necessary according to the following descriptions:

| Priority | Description |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| 1 (Critical) | A site, or service is down, resulting in critical impact to business |
| | operations. |
| 2 (High) | A site, or service is degraded, negatively impacting business operations. |
| 3 (Medium) | A site, or service is exhibiting abnormal behavior negatively impacting business operations, but in-place workaround or redundancy exists. |
| 4 (Low) | A site, or service is exhibiting abnormal behavior that does not impact |
| | business operations. |

Service Levels

Arraya agrees to the following response time, response window and response escalation thresholds for reported issues under scope of this Agreement.



| Priority | Response Time | Response Window | Response Escalation |
|--------------|------------------|--------------------|------------------------|
| 1 (Critical) | 30 Minutes | 24x7 | +0:30 |
| 2 (High) | 4 Hours | 24x7 | +2:00 |
| 3 (Medium) | 8 Hours | 24x7 | +4:00 |
| 4 (Low) | 24 Hours | 24x7 | +12:00 |

Service Level Agreement

Arraya agrees to the following Service Level Agreement.

| SERVICE LEVEL AGREET | MENT (SLA) |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Response Time | Arraya will provide services availability within the response window and respond based on reported priority. |
| Service Level Requirement | 95% of issues will be responded to within the Response Time. |
| Measurement | Service level compliance (Response Time) is measured by Arraya on a per-ticket basis. Arraya will provide a monthly summary of ticket activity relative to service level that includes an analysis of response time and time spent for completed requests in the calendar month (group vs technician). |
| Penalty | (3) consecutive months of failures will precipitate an Arraya-led Service Level review. Customer may terminate without penalty until service level requirements are met. |

Service Level performance standards (minimum and goal) will be reviewed during onboarding. The (3) months following the onboarding period will be used to baseline and adjust any service level requirement(s). Any changes to Service Level Agreements must be mutually agreed upon by both parties.

Service Exclusions

Arraya will consider any and all activities not identified in the scope section above as out of scope. Customer may request support for these activities by submitting a request to Arraya. Arraya will charge Advanced Support Fees for any work performed, at their discretion.



Depending on the scope of the request, Arraya may require that a separate Professional Services Statement of Work detailing the scope of work, the impact of the proposed changes on the existing scope, and other relevant terms, be developed and mutually agreed to in writing before work is performed.

Application support is excluded from this Statement of Work.

Operating System deployments, upgrades, major releases, and non-security Cumulative Updates are beyond the scope of this proposal. These typically require increased testing, oversight, and planning due to adding/removing/modifying feature sets and can be performed if needed via a separate Professional Services Project. (Example: Major Release = Version 1, Minor Release = Version 1.1)

Service Start Date

The anticipated Service start date is six (6) weeks from execution of this SOW, or a mutually agreed upon start date. At their discretion, Arraya will commence onboarding activities in advance of the Service start date, and bill for onboarding upon successful completion of those activities.

Service Term

The Service Term starts the day of SOW execution. Arraya will provide support for activities listed in scope for a period of **36 months**. This service agreement will automatically renew for additional 12-month terms unless Customer provides notice at least thirty (30) days before the renewal date.

Customer may terminate the service with (30) days' notice if Arraya fails to meet service level agreement(s); otherwise, termination by the Customer during the Service term will result in an early termination penalty equal to remaining service term fees.

Arraya may terminate the service at any time by providing the Customer with 30 days' notice.

Fees and Expenses

The Services described in this statement of work are performed according to the fees schedule specified below. All option(s) include a separate one-time onboarding fee and Advanced Support Fees for activities identified as out of scope performed by Arraya support resources, at Arraya's discretion, with Customer approval. All payments shall be due in full no later than (30) days after the date of Arraya's invoice.



One-Time Onboarding Fee

| Service | Description |
|------------------------|--------------------------------------------------------------------------------------------------------------|
| Onboarding Services | Successful deployment of support services, tool installation, knowledge transfer (projected six weeks) |
| One-Time Services Fees | \$3,300.00 |

Ongoing Support Fees

| Service | In-Scope Users | Per User Fee | Monthly Fees |
|----------------------------------------------------------------------------------------------------------------|----------------|--------------|--------------|
| Service Desk Support, Patching as a Service, & Managed Security (Phishing Campaign & Awareness Training) | 30 | \$110.00 | \$3,300.00 |
| SafeGuard365 as a Service: DataGuard | 30 | \$43.50 | \$1,305.00 |

TOTAL MONTHLY FEES

\$4,605.00

Supplemental Unit Fees

Should the user count vary (+/-), Arraya will review results with the Customer and adjust Ongoing Services Fees during the next month per the user fee table below.

| Service | Per User Fee |
|-------------------------------------------------------------------------------|--------------|
| Service Desk Support, Patching as a Service, Managed Security, & DataGuard | \$153.50 |

Arraya reserves the right to establish a minimum fee, the current minimum monthly fee is \$2,500.00 per month.

Additional Support Pricing Model

| RMM License | +/- Per Device |
|-----------------------|----------------|
| Desktop/Laptop/Server | \$4 |

On-Demand Support Fees

| Advanced Support Out of scope request, with Customer Approval \$250/hour |
|--------------------------------------------------------------------------|
|--------------------------------------------------------------------------|



Information Gathering

Arraya has partnered with Customer to understand their environment and scope of the proposed services in "Service Scope". Arraya's response is based on the information available at time of proposal and does not account for any future changes to the environment or omission of details that could affect services scope or cost. Arraya has documented "Service Scope" reasonably and reserves the right to make changes prior to contract execution.

Quarterly Checkpoints

Every (3) calendar months, Arraya will validate instance/user counts used to calculate Monthly Services fees. Any changes would take effect beginning the next calendar month of the Term.

In addition, either party may elect to discuss the "Service Scope" as it relates to eligible technologies, supporting applications, supported locations, in-scope activities, deliverables and/or service exclusions, as documented in this Service Agreement. Based on these discussions (the "Quarterly Checkpoints"), changes to the Monthly Services Fees may be executed.

Service Staffing

Arraya provides appropriate Managed Services personnel or authorized agents to perform the Services specified in the "Service Scope" section above.

Service Disclaimer

Any changes to the Services, the schedule, charges, or this Statement of Work must be mutually agreed upon by Arraya and the Customer in writing. Depending on the scope of such changes, Arraya may require that a change order or separate Professional Services Statement of Work detailing the changes, the impact of the proposed change on the charges and schedule, and other relevant terms, be mutually agreed to in writing.



Service Execution

| IN WITNESS WHEREOF, Arraya and Customer | have executed this Statement of Work as of |
|-----------------------------------------------------|--------------------------------------------|
| American Road & Transportation Builders Association | Arraya Solutions, Inc. |
| By: | By: |
| Name: | Name: |
| Title: | Title: |