NIST Assist by ReadyPool Technical Services (RPTS) will engage Client as part of RPTS Managed Services product offering within the Microsoft Partnership Network (MPN), and similar programs that support Microsoft Tenants, as a Digital Partner of Record (DPOR). Some Terms and Conditions of the MPN and DPOR program may apply, and where applicable are accepted when customers assign RPTS as their DPOR. The Managed Service Agreement for Client refers to services performed in accordance with MPN guidelines and dictated by standards and practices of the National Institute of Standards and Technology 800 Series of Special Publications. RPTS provides “on demand” or “pay-as-you-go” services as a benefit of being the Digital Partner of Record (DPOR) and Cloud Service Provider (CSP). As a DPOR, RPTS will provide support for the Security and Compliance Center and the Security Admin Console included with your Office 365 Tenant, or any Third-Party Security and Compliance Add On. The condition for these benefits is that the customer maintain the DPOR Relationship with RPTS.

Do you agree to these Terms?

RPTS maintains an administrative account with Multi Factor Authentication for its licenses on Microsoft Office 365 that are used for Tenant Support and Managed Services. RPTS will not download or copy information from inside the Tenant unless authorized in writing, or by electronic form, to do so. RPTS will however review Security and Compliance information, and in some cases, update or add compliance records to the Tenants existing platform. Customer agrees that they are responsible for all security of their tenant, and that Security and Compliance guidance is not a guarantee that your Office 365 environment will not be compromised independently of any security controls in place.

Do you acknowledge this Condition?

Your privacy is important to us. NIST Assist, using the Microsoft platform (Office 365) collects data to operate effectively and provide you the best experiences with Microsoft products. You provide some of this data directly, such as when you create a Microsoft account, administer your organization’s licensing account, submit a search query to Bing, register for a Microsoft event, speak a voice command to Cortana, upload a document to OneDrive, purchase an MSDN subscription, sign up for Office 365, or contact us for support. We get some of it by recording how you interact with our products by, for example, using technologies like cookies, and receiving error reports or usage data from software running on your device, or within our Microsoft Partner Center. These include any incidents that may affect you as a customer, and aid in our remaining proactive in support of your services. Customers should acknowledge that they understand the types of data that is monitored.

Many Microsoft products are intended for use by organizations and are administered to you by your organization. Your use of Microsoft products may be subject to your organization's policies, if any. When you use social features within Office 365, other users in your network may see some of your activity. To learn more about the social features and other functionality, please review documentation or help content specific to the Microsoft product. Neither NIST Assist or Microsoft is responsible for the privacy or security practices of our customers, which may differ from those set forth in this privacy statement.

If you use an email address provided by an organization you are affiliated with, such as an employer or school, to access Microsoft online services, the owner of the domain (e.g., your employer) associated with your email address may: (i) control and administer your Microsoft online services account and (ii) access and process your data, including the contents of your communications and files.

Do you acknowledge these Statements?

Initiate all Cybersecurity and Compliance capabilities and implement all recommended controls.

Perform recommended actions where necessary, institute dashboards for key security metrics, and begin capturing all audit log data with a 90-day retention.

Engage with VMJ to update, revise, or otherwise prepare compliance documents, including evidentiary work product, within a customer provided Secuirty and Compliance System of Record. Review and update the Microsoft Secuirty and Compliance Center where applicable.

SharePoint Online Services; Terms and Conditions apply and include a privacy policy and use of user data within a shared hosting environment. Please see Microsoft Online Privacy Policy located on their website for further information. RPTS provides a single account for access to the DC Fire APP. Use of that account by VirtualDoxx assumes all liability to privacy or data integrity; RPTS has no control over how VirtualDoxx uses the account, or for what purpose the account may be used to alter the data within the site, access software, files, or content. Activity of this shared account can be viewed by Systems Administrators at Microsoft and by RPTS Staff.

**Ownership**

VirtualDoxx owns the DC Fire Web App Template from which this App has been generated, and all data, content, graphics, files and web parts. VirtualDoxx may use, copy, alter, download and distribute at will until 8/27/2014. VirtualDoxx may reinstall, duplicate, store, or process the DC Fire Template located in the DC Fire App Template Gallery. VirtualDoxx can also access any data, records, forms, and other content at will until 8/27/2014. VirtualDoxx may duplicate any or all of the content available for future use by VirtualDoxx after the hosting engagement has ended. VirtualDoxx may have other apps located in the template Gallery. VirtualDoxx has rights to use and distribute any template that is accessible, and may duplicate the app on any other SharePoint server. RPTS does not warrant the use of the Template on any given platform, and may require Microsoft technical support, or other consulting services not provided by RPTS to use or access content of any given Template. Templates, and template use are generated by Microsoft, and RPTS cannot warrant by proxy.

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**Managed Services** **Baseline**

As a DPOR for Client, RPTS will engage and establish FIPS 199 / 200 Minimum IT Security Requirements for Government Contractor Processing Standards as the baseline from which to institute a lifecycle pursuant to the NIST Risk Management Framework (RMF) or the NIST Cybersecurity Framework, whichever is applicable.

**MANAGED SERVICES:**

|  |  |  |
| --- | --- | --- |
| **Program** | **Program Description** | Cost |
| MPN | Microsoft Partner Network Benefits | Included |
| Compliance | Security and Compliance Center | Included |
| Eco Assist | Security and Compliance Center Add On | Included |
| Service Requests | On Demand (approved case by case) | $60.00 per hr. |

**Managed Services** for Government Contractor

Client is a Government Contractor and utilizes Office 365 in a Federated Active Directory hybrid environment along with other technologies in order to support business operations in accordance with standards and practices that are generally derived from NIST 800-53 and related standards. Client is currently engaged in multiple contracts and continues to expand its Security and Compliance initiatives in conjunction with initiatives to increase efficiency and reduced operating costs. RPTS is seeking to provide Client with Managed Service to:

* + Minimize or eliminate Security and Compliance risks and associated infrastructure downtime.
  + Minimize or eliminate liabilities related to operations.
  + Minimize end user problems and related downtime.
  + Increase worker productivity through knowledgeable use of technology.
  + Monitor system or Control Measure performance and ensure optimal operation.
  + Maintain the Security and Compliance Center and drive the Risk Management process.

# Managed Service Solution

RPTS will work to effect the following objectives in execution of these **Managed Services**:

* + RPTS will serve as a single point of contact (SPOC) for Security and Compliance, Office 365 Collaboration and Content Services, and all Microsoft related business technology questions and issues. (other DPOR may be utilized when and where applicable)
  + RPTS will respond to Service Requests from Client or Triage any Service Requests in order to streamline and expedite all Service Requests. Service requests can be initiated by phone, email, or through your Office 365 Admin Center.
  + RPTS will initiate a Service Request on Client behalf when applicable and expedite Service Requests according to internal corporate needs or augmented protocols.
  + RPTS will perform regular and scheduled managed service tasks on Client behalf in order to drive the lifecycle of (1) Categorize, (2) Select, (3) Implement, (4) Assess, (5) Authorize, and (6) Monitor Security Controls associated with NIST 800-53 and / or applicable frameworks identified.
  + Produces budgets and configurations for technology projects and services not covered by the Managed Services.
  + Holds scheduled management meetings to review progress, discuss new business needs and technology solutions and adapt the Security and Compliance program as needed to meet business needs.

**Access to Support Options**

**Client** will have access to RPTS 24 / 7 for resolving Service Requests under the following guidelines.

* + Client will be able to create Service Requests by calling any RPTS representative, or using the Office 365 Admin console. Any user of Client systems is eligible for Advisory or Support Services. We encourage any user to contact us for Customer Service.
  + RPTS will work over the phone with the Client to resolve any problems. When applicable or necessary we may be required to take control of the user’s computer or terminal and will follow all Security Best Practice for Remote Support.
  + The goal will be to resolve user problems and issues remotely and get the user up and running ASAP. In some cases we may triage the issue and route to the Client Help Desk or Microsoft Premium Support Services for MPN members only.
  + All work and Service Requests and Service History are recorded and tracked in your Office 365 Admin Center.

Security and Compliance Center Managed Services

RPTS will facilitate managed services that focus on the **Security and Compliance Center**.

* RPTS will facilitate the NIST RMF Framework and lifecycle through a series of Workflows, recommended Actions, and other activities that are enabled and recorded using the Eco Assist Add On for the Security and Compliance Center.
* RPTS will facilitate the use and practice of the Security and Compliance Center.
* RPTS will facilitate the use and practice of establishing Data Loss Prevention policies and procedures within the Security and Compliance Center by virtue of the Eco Assist Add on.
* Additional related Services may be used to meet requirements and may include ECM, CRM, and Azure Information Rights or related Information Rights Management (IRM).
* Training and Awareness programs for Client are provided as needed or may be augmented by the Microsoft Fast Track Program where applicable.

What is Covered and Not Covered

* Consulting, advising, recommending or providing thought leadership for any technology is included as part of the benefits of having RPTS as your DPOR for Security and Compliance, Risk Management, and Content and Collaboration. Any questions or cost benefit analyses is also considered advisory.
* Service Request may be facilitated by RPTS, Microsoft, or both depending on triage. In some cases, a Client may have multiple DPOR’s that require triage.
* Client may choose to have a Service Request fulfilled by RPTS using “pay-as-you-go” or “on demand” options. Some options for Service Requests can be added to your monthly subscription, other options include approving RPTS to perform a specific request on a case by case basis at the rate specified Managed Services table.

# Prerequisites

* Placeholder

# Management Reporting

* We will review management reports on a scheduled basis. Management reports yield information on the entire spectrum of the Client Eco System.
* *Consider forming a business technology advisory council consisting of key client business contacts and leaders as well as a CIO. Schedule quarterly meetings and look to move to CIO role and outsourced IT department status.*

# Service Levels

* Managed Services for Client may cover a broad range of topics and expose complexities that are not always apparent. For this reason, RPTS Managed Services encourage the Client to contact RPTS for ANY question related to technology, support, or general guidance. To ensure consistent and beneficial service offering, we will provide the following service levels:
  + Immediate response to critical Service Requests as they are received. After hours requests that are a facilitated through email may not be received until next business day.
  + Phone calls will be triaged with relevant information to resolve the problem immediately if possible, otherwise resolution will be performed pursuant to an established Triage Policy. If no Triage Policy exists, we will refer to the Client POC for clarification as soon as possible (to prevent social engineering).
  + Known threats or Security Incidents that occur will invoke the Default IT Security Response protocol which is based on the FIPS minimum response best practice. In the event an incident occurs RPTS will shadow the Incident Reporting process and provide guidance on remediation and Control Enhancements.
  + Next business day response for non-critical issues. This includes scheduled responses to non-critical problems as needed.

# Hours of Coverage

* RPTS provides 24 / 7 coverage for critical issues, with regular business hours of 8 a. m. CST to 5:00 p. m. CST, Monday to Friday.

# General Conditions

* Client agrees to allow Training and Awareness of all Security and Compliance programs, and will facilitate or aid in the participation of its leadership, management, and users. This will include regularly published tips, tricks, and how to guides, configuration recommendations, performance metrics, and other relevant Training and Awareness content. RPTS will aid in companywide training session to be scheduled quarterly.
* Client will maintain RPTS as their Digital Partner of Record for Security and Compliance and related Collaboration and Content provided through the Eco Assist Add On.

Marketing and Non-Solicitation

* Client acknowledged that RPTS will from time to time request participation in Client Surveys, Microsoft Satisfaction Surveys, and other marketing efforts that may utilize the Client relationship to market its Managed Services to other clients.
* Client acknowledges that RPTS has a substantial investment in its workforce of Partnership Associates that provide Services to Client under this Agreement and that such Associates are subject to the terms and conditions of the Microsoft Partnership Network. RPTS and Microsoft invest heavily in Partner Associates, and in consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any Associate without first making an official request to RPTS.

# Payment Terms

* Payments for RPTS Service Requests that are deemed “on demand” or have been approved are billed to client at the end of each month. Client will be billed by a separate invoice for these pre-approved Service Requests.
* Approved Service Request Invoices will be sent electronically on the first of the month and are due within 30 days.
* When applicable, RPTS may make arrangements with Client to include all Managed Services as part of their Microsoft Subscription Services managed directly in the Office 365 Admin Billing Console.

# Termination Terms

* RPTS or Client can terminate this agreement with 30 days notice.

# Agreement

If you are in agreement with the details presented in this managed services desk engagement letter and wish to begin the engagement outlined, please circle the desired options above. Please sign this letter below, initial the bottom of each page, and return it to us with a valid purchase order or other company authorization. Upon receipt of this information and your initial payment, we can schedule our kick off meeting and user training sessions.