

WTG NorthstarMS

Navigating Technology Better, Together



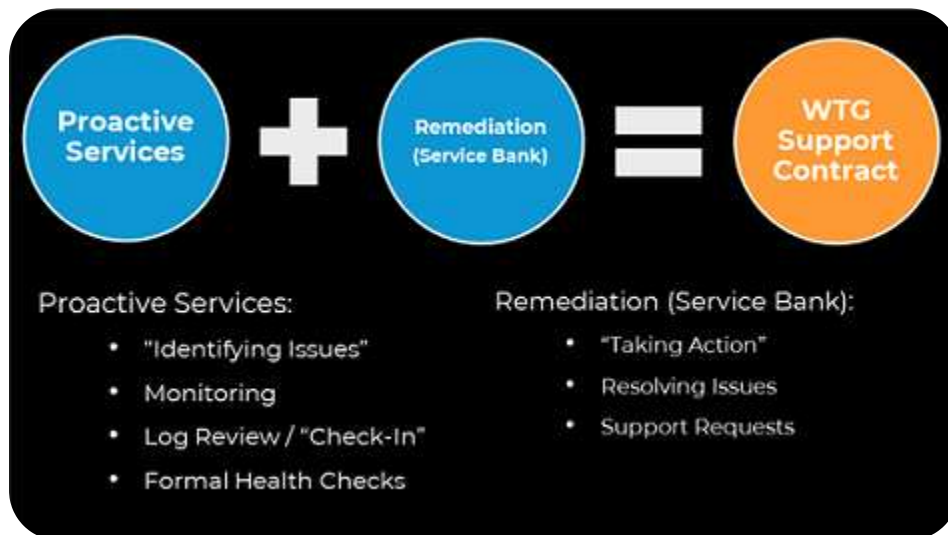
Prepared For: Allied Global Marketing
By: Shane McCarthy
Date: Friday March 3rd, 2023

Summary

This Winslow Technology Group (WTG)-delivered Co-Managed IT Support Agreement (“Co-Managed Services”) addresses concerns related to performing routine maintenance on systems, answering technical questions, and providing a consistent baseline of “best practices” to installed server, storage, virtualization, network, and related systems. Routinely checking on systems and performing maintenance avoids outages, which can lead to downtime and security incidents. This Agreement also includes a technical support component, which augments existing staff, providing another level of expert support, leaving management with overall peace of mind that a top-tier solution provider is supporting the environment.

WTG Professional Services Deliverables

This Agreement (“SOW”, “Agreement”, “Statement of Work”) details the WTG-provided Service (“Service”, “Services”). Included with the Service are two major components: proactive services and a service bank of hours. Proactive services are only included with the “Proactive” option. That is, if you opted for “Reactive” or “Monitoring ONLY”; the proactive services in this agreement are not included.



The proactive services are designed to routinely check the health and consistency of the covered equipment in your environment on a scheduled basis; that is “identifying” issues. Quarterly, we will select a platform and perform detailed component-based health-checks. Each quarter the platform assessed will rotate (i.e. VMware, SC/storage, network, etc.) Each month, we will perform a limited health-check based on WTG-developed check lists, to look at logs, general system operation, and patch status. This ensures there are no warnings, anything unusual that needs attention, or potentially unpatched vulnerabilities. These services are proactive in nature

and provide important insight into the operational stability, patching, (security) compliance, and capacity concerns. Additionally, any automated patching is included as a proactive service. All time consumed under the “proactive” services are covered by the Agreement and do not deduct from the service bank.

This Service includes technical support with an hourly limitation. Unused hours, up to the limit, are credited forward toward a bank (“service bank”) of hours. The service bank serves as a cost-effective mechanism to both act on issues detected in the health-check (such as manual patching, optimization, etc.) and provide routine technical support. Actions WTG performs, such as manual patching, will take into consideration and adhere to maintenance windows defined in advance, by your organization. You may also use this time to access to a wide range of WTG’s technical expertise including Microsoft, VMware, HCI, Dell EMC Storage, PowerEdge, network, security, Data Protection, and general data center/server engineering questions. WTG will support routine questions that you may have related to storage and capacity, configuration, best-practices, performance concerns, backup and data protection during WTG’s normal business hours, backed by a 4-hour response SLA. The service bank has a limitation. Please refer to the “fee” schedule for agreement-specific limits. Unused hours roll-forward toward a bank, all service bank hours expire at the end of the Agreement.

Included with the Service is reporting and service delivery management, with a dedicated project manager. At a mutually agreeable cadence, WTG will routinely prepare and present findings for health-checks and “check-ins”, any OEM (Dell) advisories we are aware of, discuss open issues, and provide general consultative guidance for any future planning. Time consumed with service delivery management is also included with the Service and is not deducted from your service bank.

Engineering Services

1. On-boarding: Onboarding takes 2-4 weeks to complete. Onboarding is included as part of the Service and time is not deducted from the service bank, unless remediation or configuration must occur to support the Service.
 1. Complete Appendix A: covered equipment list
 2. (Proactive Only) Develop and schedule monthly check-lists
 3. (Proactive Only) Develop and schedule quarterly health-check schedule
 4. Develop and schedule regular cadence meetings
 5. Configure covered equipment to send automated alerts to WTG
 6. (Proactive Only) Configure customer-provided, on-prem patching platform for automated patches.
2. Monthly Services
 1. Provide technical support
 2. Automated monitoring/alerting

3. (Proactive Only) Automated patching (customer-provided, on-prem solution)
4. Manual patching (per mutually agreed upon cadence, in onboarding)
5. (Proactive Only) Monthly check-lists / systems reviews
6. Service delivery meetings, including monthly reporting for:
 1. Open issues
 2. Remediated issues
 3. Monthly progress and activity report
3. Quarterly Services
 1. (Proactive Only) Quarterly service review meetings
 2. (Proactive Only) CxO-level consultative insights
 3. (Proactive Only) Deep health-check for a given domain (i.e. VMware, SC, data protection)

Project Management Services

WTG Project Management will manage all aspects of this Statement of Work.

- Initiation
- Resource and Project Planning
- Scheduling
- Execution
- Control
- Close out

WTG Technical Support Services

Services are provided on an hourly basis, against a service bank of hours, with the specific deliverable being WTG Professional Services time. Winslow's engineers deliver a wide range of services, including installation, configuration, troubleshooting, optimization, and management of the following technologies:

Storage

- Block
- File (NAS)
- Protocol support, including: iSCSI, NFS and Fiber Channel
- Backup and Disaster Recovery
- Basic provisioning
- Performance support

Infrastructure Applications

- Active Directory
- DNS/DHCP
- Microsoft Exchange
- Office 365
- Microsoft SQL Server
- Remote Access

Security

- Advisory Services
- General Consulting
- Remediation
- Compliance

Networking (LAN and WAN)

- Firewall
- Routing / Switching
- Wireless
- Topology

Server

- Basic provisioning (installation)
- Hardware troubleshooting
- Windows Server
- Linux

Virtualization and Cloud

- Private, Hybrid, and Public
- VMware
- Hyper-V
- Nutanix AHV

Hyperconverged Infrastructure (“HCI”)

- VxRail
- Nutanix
- VMware VSAN

Project Management

- Technical Oversight
- Multi-vendor
- Schedule
- Resource Management

Client Requirements

- Knowledgeable staff member (“point of contact”) to work with WTG and supply any needed information (passwords, IP addresses, etc.) for the duration of the Services.
- Remote access to complete non-on-site tasks, as-built documentation, and post-deployment support. WTG can provide secure remote access if a Customer does not have established remote access technology.
- Access to relevant technical facilities including, corporate network, servers, storage, etc., as reasonably necessary to perform the Services. Customer must provide WTG with administrative-level credentials to service system(s) in-scope for this agreement.
- Obtain and verify all license keys and prerequisite hardware and software prior to commencement of work. This includes, but not limited to, licensing and prerequisite capability for installation, data migration, and related/require prerequisites. Any additional services required to meet prerequisites for the Services are generally scoped separately and amend this SoW via Change Control process (unless specifically scoped in “Engineering Services”).
- Any site preparation required to complete services including, but not limited to power/circuit installation, physical space (i.e. rack space and rack position), power capacity, hardware and software upgrades. This also includes tidying up any existing cables/cable management, which may result in a hazardous condition or otherwise risky

installation (i.e. an existing power cable out of cable management is knocked loose, cutting power to an existing piece of equipment). Please review all weight, power, rack placement, connectivity, and cooling requirements for this installation with your WTG Solution Architect.

- Develop and perform test plans, as they pertain to application or product usability.
- All passwords required collected, validated, and securely provided in advance.
- Ensure that, at all times, all software is genuine, licensed, and supported by the vendor.
- Maintain OEM/vendor service contracts on all covered equipment in their environment.
- Initiate OEM/vendor technical support requests as required.
- Suitable Microsoft Window Server (VM or physical) for installation of software probe(s), configuration management, and related software for service management/delivery.
- Provide suitable automated patch deployment/management platform. Separately, WTG can provide a quote for a platform such as Automox.

Assumptions

- Reasonable assurance that the environment is in a generally stable and supported state.
- Systems meet OEM and WTG-specified minimum requirements, as identified, for delivering the Services.
- Services for any systems not covered by OEM/vendor service contracts/support agreements are provided as best-effort.
- Services delivered remotely; on-site as requested and per WTG availability.
- This Agreement is for routine support for all areas outlined in “WTG Professional Services Deliverables”. Routine is defined as tasks that, in WTG’s reasonable assessment, are generally low in complexity, and do not require a detailed project plan, a separate statement of work, or specific deliverables. This Agreement does not take the place of project-focused work (i.e. project plans, tracking, equipment installation, etc.)
- WTG provides a 4-hour response SLA during normal business hours. Emergency support is provided on a best-effort basis. For on-site support, if applicable, a 4-hour minimum applies.
- For on-site support, a 4-hour minimum applies.
- Travel is debited from the service bank for one-way travel time, from WTG’s offices in Waltham, MA or between sites (whichever is shorter). The return trip is provided at no-charge. If on-site support is less than 4 hours, travel may be included in the 4-hour onsite minimum charge, such as to avoid additional fees.
- Subject to change, WTG’s normal business hours are Monday-Friday 8:00AM to 5:00PM (Eastern Time), excluding all federal holidays.
- Unless otherwise specified, all outstanding service bank / support hours expire at the end of the term; banked hours have no value and no credit or refund is provided.
- Client agrees to reimburse WTG for approved expenses incurred, to complete the support request.
- Appendix A is accurately completed; Services are delivered on “Covered Equipment” only.

- All time expended by WTG personnel in support of a request is billable against the service bank. Including, but not limited to:
 - Support requests
 - Internal and external meetings directly related to the project
 - Communication
 - Documentation

Contact Information

Management

Client	WTG Primary	WTG Escalation
Mike Eggerman Allied Global Marketing meggerman@alliedglobalmarketing.com	Shane McCarthy Account Executive Winslow Technology Group smccarthy@winslowtg.com	Matt Kozloski VP, Professional Services Winslow Technology Group mkozloski@winslowtg.com

Requesting Support

Upon receipt of your request, a ticket will be generated for tracking purposes.

- For routine support requests, please email: support@winslowtg.com
- For emergency support requests, please email: emergencysupport@winslowtg.com

WTG reserves the right to verify the identity and authorization of any requestor.

Emergency and unscheduled on-demand support services are provided on a best-effort basis. For emergency requests, emergency rates apply.

Location

Except as noted, all northstar Managed Services are delivered remotely. On-site services are available by requested and subject to Winslow Technology Group engineer availability with a 4hr minimum.

Fee Schedule

Quantity	Description	Fee
1	WTG NorthstarMS - Base / Service Delivery	\$500.00
8	Proactive-Device	\$360.00
3	Support & Remediation Service Bank	\$712.50
Monthly Total:		\$1,572.50
1 YR Contract Total:		\$18,870.00
** Does not include any applicable taxes **		

Notes:

This Agreement is for a 1-year commitment (12 months), paid monthly (“monthly total”). The effective date of this Agreement is the first kick-off call to commence services and begin onboarding. The termination date is one year from the effective date. Service will automatically renew for a 1-year term at after termination date, with a 7.5% increase. There is a technical support service limitation, in hours, outlined in the “fee schedule”. Unused monthly hours (up to the limit) are credited to a service bank; all hours expire at the end of the term (banked hours have no value and no credit or refund is provided).

The service bank is debited, in hours, as follows: WTG Engineer = 1h (in 15-minute increments)

Services consumed outside of WTG regular business hours have a 1.2 multiplier, for the given role rate (ex: A non-business hours WTG Engineer for 4 hours is debited at 4.8 hours). Emergency services, at all times, are charged at the non-business hours rate (1.2 multiplier) with a 4-hour minimum per service call.

Terms and Conditions

The terms and conditions for this agreement are available here:

<https://winslowtg.com/services-terms-and-conditions>

Signing this document indicates the review and acceptance of those terms and conditions.

Signatures

The following signatures authorize the performance of this Statement of Work. Until signed, the terms, conditions, and pricing of this Agreement are valid for 30 days from date of presentation. This signed Statement of Work and purchase order are required, prior to scheduling or performance of any WTG services.

Accepted on behalf of Allied Global Marketing by:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Accepted on behalf of Winslow Technology Group, LLC by:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Appendix A: Covered Equipment

Quantity	Type
8	WTG NorthstarMS - Proactive Services (per device)