

**MASTER SERVICE AGREEMENT  
BITS AND BYTES DOCUMENT SOLUTIONS, LLC**

1. **Services.** Pursuant to the terms and conditions of this Agreement, BBDS shall perform certain services (“services”) for the Client, which will be delineated on a *Service Level Agreement* (“SLA”), *Statement of Work* (“SOW), and the *Quote Sheet* (“Quote”).
2. **Goals & Objectives.** The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent system/solution/software service support and delivery to the Customer(s) by BBDS.
3. The goal of this Agreement is to obtain mutual agreement for system/solution/software service provision between BBDS and Customer(s).

The objectives of this Agreement are to:

- (a) Provide clear reference to service ownership, accountability, roles and/or responsibilities.
  - (b) Present a clear, concise and measurable description of service provision to the Client
  - (c) Match perceptions of expected service provision with actual service support & delivery.
4. **SLA and SLA Help Desk.** Below is an overview of the Standard SLA subscription options. These are further defined in the individual SLA.

<i>Feature</i>	<b>Standard SLA</b>	<b>Premium SLA</b>
Weekday Phone Support	X	X
Monitored Email Support	X	X
Customer Portal Access	X	X
After-Hours Support	Rate Applies	Rate Applies
Ticket Priority		X
Priority Communications		X

- (a) **Periodic Review and Cancellation.** The SLA is valid from the Service Period Start Date and continues for one year. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.
- (b) **Automatic Renewal.** This agreement shall automatically renew every year unless Customer cancels the agreement according to Agreement Cancellation terms.

- (c) **Agreement Cancellation.** In the event that the Customer would like to cancel their agreement, for any or all of the Products and services listed in Section 2, they must provide written notice to BBDS within 60 days of renewal. Failure to do so will result in an automatic invoice for the SLA to be renewed at the full amount for the next year. Failure to pay on time will result in a 20% reinstatement fee.
- (d) **Leaving BBDS as a Vendor.** In the event the Client decides to leave BBDS as a vendor and engage another vendor for services, Client will be responsible for any and all fees associated with the time and expenses that BBDS may incur to facilitate data/system migrations, data porting, data conversion, or any other service needed to facilitate the change in vendors. BBDS will charge and bill Client for its time based on hourly rates of the SLA at time of cancellation. Client agrees to pay these charges which are due immediately upon completion of vendor change.
- (e) **SLA Responsibilities.** The following detailed service parameters are the responsibility of BBDS and the Customer in the ongoing support of this Agreement.
- i. **Client Requirements.** Customer responsibilities and/or requirements in support of this Agreement include:
1. Reasonable availability of customer representative(s) when resolving a service related incident or request.
  2. Approved unattended and/or attended remote access to any systems running software purchased through BBDS.
  3. All accounts must remain in good standing. All accounts past terms may be subject to service hold until brought current.
- (f) **BBDS Requirements.** BBDS responsibilities and/or requirements in support of this Agreement include:
- i. Meeting response times associated with service related incidents.
  - ii. Appropriate notification to Customer for all scheduled maintenance.
- (g) **Service Assumptions.** Assumptions related to in-scope services and/or components include:
- i. Changes to services will be communicated and documented to all parties.

- (h) **Service Scope and Availability.** The following Services are available from BBDS. Coverage parameters specific to the service(s) covered in this Agreement are as follows:
- i. **Telephone support:** 9:00 A.M. EST to 5:00 P.M. EST Monday – Friday
    - 1. Calls received out of office hours will be forwarded to voice mail.
  - ii. **Email support:** Monitored 9:00 A.M. EST to 5:00 P.M. EST Monday – Friday
    - 1. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
  - iii. **Customer Portal:** Customer can have access to a 24/7 web portal for monitoring their tickets at <https://na.myconnectwise.net/bitsandbytes> .
    - 1. Please notify BBDS if you would like to use this service.
  - iv. **Remote Desktop.** Customer approved remote assistance using Remote Desktop and a Virtual Private Network where available.
  - v. **After hours support:** Outside the hours of 9:00 A.M. EST to 5:00 P.M. EST Monday – Friday.
    - 1. Immediate support needed outside of the standard business hours must be placed to 404-382-8230 Option 3. The customer will be directed to the technician on call.
  - vi. **Onsite Assistance.** Onsite assistance guaranteed within 72 hours during the business week for clients residing within 100 miles of Atlanta, Georgia.
    - 1. Onsite assistance outside of 100 miles from Atlanta, Georgia will need to be scheduled and approved by both parties in advance of service.
  - vii. **BBDS Holidays.** BBDS holidays will be considered after hours for the purposes of this agreement regardless of date or time.
- (i) **SLA Service Requests and Priority of Requests.** In support of services outlined in this Agreement, BBDS will respond to service related incidents

and/or requests submitted by the Customer within the following time frames:

- i. 0-4 hours (during business hours) for issues classified as **High** priority, including, but not limited to:
  1. System outage
  2. Email down
  3. Web site down
- ii. 0-4 hours (during business hours) for issues classified as **Medium-High** priority, including, but not limited to:
  1. Workflow down
- iii. Within 24 hours for issues classified as **Medium** priority, including, but not limited to:
  1. Application problem
  2. Password reset
  3. Capture problem
  4. Printing problem
  5. Email problem
- iv. Within 3 working days for issues classified as **Low** priority, including, but not limited to:
  1. Load additional software
  2. Scanner installation
- v. The following issues will have a response time of 5 working days for follow up and will be classified as **Need to Schedule**. If applicable, a Statement of Work (SOW) may need to be drafted after an evaluation of the scope of work required:
  1. Requested system upgrade
  2. Workflow redesign
  3. Server migration
  4. Change/design
- vi. Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request and the SLA level. Premium SLA Customers will have priority over Standard SLA Customers.

- (j) **Service Level Agreement Options.** The following options exist for your Service Level Agreement (SLA) for this year. All pricing includes

maintenance and support for the software products, if any, listed in the Software section of the specific SLA. Hardware warranties are not included and must be purchased under a separate agreement.

**Please note that hours accrued will be billed monthly at the selected SLA rate per hour in 15 minute increments.**

i. **Standard SLA.** The Standard SLA covers the following items:

1. Telephone Support
2. Email Support
3. After Hours Support
  - a. Each incident will incur an incident fee, plus
  - b. Hourly charges: 1 hour minimum, applied to current SLA support hours or billed directly in 15 minute intervals.)
4. On Site Support
  - a. Additional charges will apply

ii. **Premium SLA.** The Premium SLA covers the following items.

1. Telephone Support
2. Email Support
3. After Hours Support
  - a. Each incident will incur an incident fee plus hourly charges (1 hour minimum billed in 15 minute increments)
4. On Site Support
  - a. Additional charges will apply
5. Ticket Priority
  - a. Service tickets received that are covered under a Premium SLA will have priority over tickets from a Standard SLA
6. Priority Communication
  - a. Service tickets received that are covered under a Premium SLA will receive a phone call to the user that sent in the service ticket request if a phone number is provided or on file

(k) \*A separate agreement will need to be signed for this service, for these stipulations to be in effect.

5. **Managed Services SLA.** Below is an overview of the Managed Services SLA subscription. These are further defined in the individual Managed Services SLA if

selected.

**(a) Monthly Server Reboots**

BBDS can reboot and apply Windows updates and patches to your servers on a scheduled basis. This includes the following items:

- i. Scheduled reboots of the server once a month during non-business hours
- ii. Application of any needed patches to the server

**(b) Network Monitoring**

BBDS can monitor servers and PCs and take automatic actions or generate alerts in response to specified events. The following benefits apply to computers covered by BBDS network monitoring:

- i. Automatic restart of stopped system services
- ii. Ease of access for Customer and BBDS in case of emergency
- iii. Automatic ticket creation and notification for any of the following situations:
  1. Stopped system service
  2. Computer not reachable
  3. Low computer resources (memory, cpu, disk space)

(c) \*A separate agreement will need to be signed for this service, for these stipulations to be in effect.

**6. Back Up & Disaster Recovery (BDR) SLA.** BBDS will handle off-site cloud backup for Client's data only when Client uses services/equipment purchased from BBDS.

- (a) BBDS will back-up your data onsite and offsite to cloud storage.
- i. Automated off-site full and incremental backups of requested data
  - ii. BBDS support with backup scheduling and data recovery

(b) A separate BDR will need to be signed for this service, for these stipulations to be in effect.

**7. Third-Party Vendors.**

(a) BBDS is a third party vendor of software, hardware, and licenses (Products). BBDS shall not be held liable for changes in the Products, or companies (vendors) that sell or license these products to BBDS, except that which is expressly defined in the maintenance and support section of this agreement.

(b) In the event a vendor changes the Products or goes out of business, and/or no longer services or supports the products it sold, Client understands that BBDS will do its best effort to replace the Products with those that are most comparable to the ones being replaced at the expense of the client.

- (c) Client understands that the aforementioned circumstance is beyond the control of BBDS and Client agrees that if new Products are required to maintain the same level of service, that the Client shall pay for same in addition to any professional service time require by BBDS to install or restore said Products to the current operational level.

## **8. Maintenance and Support.**

- (a) Most Products have an annual *Maintenance and Support Agreement*, which will be listed separately on quotes and Invoices. This is usually a fee charged by the original vendor, billed to Client by BBDS and is required in order for Product service to continue.
- (b) This fee is for 12 months, and the first year is listed on the original invoice for Product installation. It provides Maintenance and Support for the following twelve (12) months. If client does not submit written notice of Product cancellation to BBDS at least sixty (60) days prior to the end of the twelve (12) months, the annual *Maintenance and Support Agreement* shall be extended for another twelve (12) months, with a bill due at least thirty (30) days prior to the end of the twelve (12) months.
- (c) Client may select a longer Maintenance and Support period, of twenty four (24), thirty six (36), or forty eight (48) months for reduced rates billed annually.
- (d) Whichever Maintenance and Support period Client selects, the term will automatically renew at the end of the period, if client does not submit a notice of Product cancellation to BBDS at least sixty (60) days prior to the end of the term.
- (e) If Client fails to provide BBDS with written notice of cancellation in the time required herein, Client will be liable for the full term of renewal.
- (f) If Client decides to cancel service prior to the end of term, under a 24-48 month *Maintenance and Support Agreement*, Client will be held liable for all monies due under the full term of the agreement.
- (g) All annual billings are for service in advance.
- (h) BBDS is not responsible for the maintenance and support for equipment that Client purchases outside of BBDS.

## **9. Back Up and Disaster Recovery**

- (a) BBDS shall not be responsible for backing up data on products that were not sold by BBDS, and is only responsible for backing up data in accordance with a BDR SLA.

- (b) BBDS encourages and recommends offsite back up for all data.
- (c) Annual agreements auto-renew unless sixty (60) day notice of cancellation is given.

#### **10. Hardware**

- (a) BBDS encourages all clients and prospects to purchase hardware through BBDS, ensuring that the hardware meets the specifications necessary for the specific demand, and if there is a problem with the hardware, BBDS can seek relief from BBDS's vendors where it was purchased.
- (b) BBDS is not responsible for the reliability of the hardware a client purchases outside of BBDS and is not responsible for the maintenance and support for such equipment. The client understands that they may incur service charges by BBDS to troubleshoot or correct connectivity to application issues.

#### **11. Software**

- (a) BBDS encourages all clients and prospects to purchase software through BBDS, ensuring that the software meets the specifications necessary for the specific demand. If there is a problem with the software, BBDS can seek relief from BBDS's vendors where it was purchased.
- (b) BBDS is not responsible for the reliability of the software a client purchases outside of BBDS, and client understands that they may incur service charges by BBDS to troubleshoot or correct connectivity to application issues.

#### **12. Upgrades**

- (a) Upgrades to hardware and software are a natural occurrence of the technology use. Client understands that equipment manufacturers and software developers place end of life timeframes on their products as they develop new versions, and this is beyond the control of BBDS.
- (b) Client also understands that they will incur additional fees to perform upgrades from BBDS for hardware and software as these changes occur.
- (c) When BBDS recommends upgrades the customer must adhere to the recommendation or BBDS cannot support the current SLA.

BBDS is not responsible for the maintenance and support for equipment that Client purchases outside of BBDS

#### **13. Service Fees and Costs.**

- (a) The fees will be shown on the Quote sheet and will be set by BBDS according to the levels of service which the Client selects pursuant to the SLA and SOW. BBDS will use its best efforts in quoting the service fees. Prices are subject to



change and are based on the total purchase. All delivery, training, or consulting services are to be billed for each activity.

- (b) A la carte services are billed separately and are not contingent on the completion of other services.
- (c) A Credit card must be on file for purchases under \$1,000, and monthly recurring charges.

If the credit card is declined and client does not correct payment information, service is terminated and remaining amount due on agreement is due in full.

- i. 30 days late - Card is charged.
- ii. 30 days late on Managed Service Provider (MSP) - Card is charged
- iii. All equipment and licenses that don't require professional service are to be paid COD with credit card, or terms, which requires an approved credit application from Client by BBDS.

- (d) All professional development projects require a down payment in advance as stipulated in the SOW or Quote, and the balance is due on completion or according to the payment schedule for the project shown on the SOW or Quote.

**14. Limited Warranties.** Generally all hardware computer components are covered by a limited one year warranty, covering parts and labor for hardware only and on a depot basis. Except for the preceding sentence, BBDS specifically disclaims any and all warranties, express or implied, including but not limited to any implied warranties with any licensed products. We shall not be liable for any loss of profits, opportunity costs, goodwill, data, or interruption of business.

**15. No Other Warranties.** THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14, AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES WITH ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, OPPORTUNITY COSTS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS.

**16. Entire Agreement/Modifications.** This Agreement supersedes all prior negotiations and agreements between the parties, and constitutes their entire understanding, with respect to the subject matter contained herein. This Agreement may not be modified except by a writing signed by both parties subsequent to this Agreement.

**17. Assignability.** The Client shall not assign any of its rights or obligations under this Agreement without the written consent of BBDS, and any attempt to do so shall be void.

**18. Application of Georgia Law and Venue.** This Agreement, and its application and interpretation, shall be governed exclusively by its terms and by the internal laws of the

State of Georgia. Any action relating to this Agreement shall be brought exclusively in a federal or state court sitting in Gwinnett County, Georgia, and the parties hereby submit to the personal jurisdiction of such courts.

19. **Attorneys' Fees.** The prevailing party in any action brought in connection with this Agreement shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.
20. **Force Majeure.** Neither party shall be liable for any delays or failures to perform due to acts of God or other circumstances beyond its control which could not have been avoided by the exercise of due care; provided that the delayed party gives the other party prompt notice of the delay and its cause, and uses commercially reasonable best efforts to promptly correct such delay or failure of performance.
21. **Construction.** When required by the context, whenever the singular number is used in this Agreement the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
22. **Headings.** The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any of its provisions.
23. **Waivers.** The failure of any party to seek redress for the violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act that originally would have constituted a violation from having the effect of an original violation.
24. **Severability.** If any provision of this Agreement, or its application to any person or circumstance, shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law.
25. **Heirs, Successors, and Assigns.** Each of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns.
26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.