



P.O. Box 681553  
Marietta, GA 30068  
678-528-7713

## ORDER CONTRACT FOR INFORMATION TECHNOLOGY SERVICES

☐ New ☐ Change

LEGAL COMPANY NAME D.B.A

CONTACT NAME		CONTACT EMAIL ADDRESS		CONTACT PHONE NUMBER
COMPANY ADDRESS	SUITE, FLOOR, ROOM	CITY	STATE	ZIP

### BIG FISH TECHNOLOGY GTA CATALOG SUPPORT PACKAGES

MANAGED WIFI SERVICE	MONTHLY PRICE	QUANTITY	TOTAL
<ul style="list-style-type: none"><li>MW01 AND MW02 - MANAGED WIFI/NETWORK (HARDWARE/LICENSE NOT INCLUDED) – SEE SCHEDULE B</li></ul>	\$95 / DEVICE	_____	_____
<ul style="list-style-type: none"><li>MW03 - MANAGED WAP - UBNT (HARDWARE/LICENSE INCLUDED) – SEE SCHEDULE B</li></ul>	\$95 / DEVICE \$500 INSTALLATION FEE	_____	_____
<ul style="list-style-type: none"><li>MW04 - MANAGED WAP – CISCO MERAKI (HARDWARE/LICENSE INCLUDED) – SEE SCHEDULE B</li></ul>	\$95 / DEVICE \$2000 INSTALLATION FEE	_____	_____
<ul style="list-style-type: none"><li>MW05 - PROJECT WORK – DISCOUNTED HOURLY RATE</li></ul>	\$100 / HOUR	_____	_____

UNIFIED COMMUNICATIONS	MONTHLY PRICE	QUANTITY	TOTAL
<ul style="list-style-type: none"><li>VOIP01 - NETFORTRIS CALL CENTER-GRADE PHONE SYSTEM SETUP, INSTALLATION, SERVICE, AND SUPPORT.</li></ul>	\$50.00 / PER HOSTED PHONE \$1500 INSTALL FEE	_____	_____
<ul style="list-style-type: none"><li>VOIP02 - NETFORTRIS CALL RECORDING ADD-ON (REQUIRES VOIP01)</li></ul>	\$13.00 / PER HOSTED PHONE	_____	_____
<ul style="list-style-type: none"><li>VOIP03 - PROJECT WORK – DISCOUNTED HOURLY RATE</li></ul>	\$100 / HOUR	_____	_____

INSIDE CABLE/WIRING	INSTALLED PRICE	QUANTITY	TOTAL
<ul style="list-style-type: none"><li>CAT501 - CATEGORY 5E CABLE DROP - REPAIR OR INSTALLATION OF CAT5E PLENUM-GRADE SINGLE CABLE RUN LESS THAN 300 FEET. INCLUDES TERMINATION AND TESTING.</li></ul>	\$150.00 PER DROP \$600.00 MINIMUM ORDER	_____	_____
<ul style="list-style-type: none"><li>CAT601 - CATEGORY 6 CABLE DROP - REPAIR OR INSTALLATION OF CAT6 PLENUM-GRADE SINGLE CABLE RUN LESS THAN 300 FEET. INCLUDES TERMINATION AND TESTING.</li></ul>	\$200.00 PER DROP \$600.00 MINIMUM ORDER	_____	_____
<ul style="list-style-type: none"><li>CAT01 - PROJECT WORK – DISCOUNTED HOURLY RATE</li></ul>	\$100 / HOUR	_____	_____

**BIG FISH TECHNOLOGY RELATED SUPPORT PACKAGES**

<b>Worry-Free Support – INCLUDES THE FOLLOWING SERVICES:</b> <ul style="list-style-type: none"> <li>• UNLIMITED SERVICE DESK – SEE SCHEDULE A</li> <li>• MANAGED USER – SEE SCHEDULE B</li> <li>• MANAGED HOSTED SERVERS(S) – SEE SCHEDULE B</li> <li>• <b>MANAGED NETWORK (ONE LOCATION) – SEE SCHEDULE B</b></li> <li>• CONSULTING SERVICE – SEE SCHEDULE C</li> <li>• BIG FISH BACKUP – SEE SCHEDULE E</li> <li>• WORRY-FREE ANTI-VIRUS – SEE SCHEDULE E</li> </ul>	SERVICE PERIOD	
	MONTHLY	TOTAL
<input type="checkbox"/> \$125 / USER / MTH  QTY: _____		_____
• PROJECT WORK – DISCOUNTED HOURLY RATE	\$125 / HOUR	
• ON DEMAND SERVICE – SEE SCHEDULE C	\$125 / HOUR	
• AUXILIARY SUPPORT – SEE SCHEDULE D	\$125 / HOUR	

SERVICE	PRICE	QUANTITY	TOTAL
• DEDICATED ONSITE TECHNICAL SUPPORT (ANNUAL AGREEMENT) – SEE SCHEDULE H	\$125 / HOUR	_____ hours/month	_____
• ON DEMAND SERVICE REGULAR RATE – SEE SCHEDULE C	\$225 / HOUR		
• MANAGED SERVER – SEE SCHEDULE B	PACKAGE SERVICE PERIOD (MUST MATCH SUPPORT PACKAGE SERVICE PERIOD)		
	MONTHLY <input type="checkbox"/> \$285 / PHYSICAL <input type="checkbox"/> \$125 / VIRTUAL	_____ _____ _____	_____ _____ _____

**INSTALLATION AND/OR SETUP FEES:** \_\_\_\_\_ / ONE TIME

**CONTRACT TOTAL:** \_\_\_\_\_ / MONTH

**NOTES:**

**INFORMATION TECHNOLOGY SERVICES CONTRACT TERMS AND CONDITIONS**

1. **INTRODUCTION.** 3 Vital Solutions, LLC DBA Big Fish Technology is delighted to provide you the services selected above. The word "Contract" includes and incorporates the Order Contract, all of these Terms and Conditions and any referenced Schedules. In this Contract, the words "we", "our" and "us" refer to 3 Vital Solutions, LLC. As used in this Contract, the entity that has signed this Contract with us shall be referred to as "Client" or "the Client" and the party who will be providing the services shall be referred to as "Big Fish Technology", "Company" or "the Company". All transactions here and below must conform to the rules and regulations of the client. It is the Client's responsibility to inform the Company in writing of rules and regulations not described within this Order contract or the GTA Direct Master Services Agreement.
2. **TERM.** This Contract is effective upon Client signature and will continue in effect for the Service Period as described in the GTA Direct Master Services Agreement. Should the GTA Direct Master Services Agreement end, Client may continue the engagement under the terms of the GTA Direct Master Services Agreement with exception to service period.
3. **TERMINATION.** Termination is governed by the GTA Direct Master Services Agreement.
4. **PAYMENT.** Client acknowledges and agrees to pay Big Fish Technology all Fees as set forth in the Order Contract.
  - A. **Payment Terms.** Fees for services shall be payable within thirty (30) calendar days upon receipt of a reviewed and accepted invoice. Reimbursements for expenses and resold hardware and software shall be payable within thirty (30) calendar days upon receipt of a reviewed and accepted invoice. Upon termination of this Contract, further payments under this paragraph shall cease; however, Big Fish Technology shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Big Fish Technology has not yet been paid.
  - B. **Expenses.**
    - (i) Client agrees to pay all of Big Fish Technology's expenses, as determined by Big Fish Technology in its reasonable business judgment for performing work under this Contract, including but not limited to reasonable travel expenses for travel necessitated by the work undertaken as part of this Contract and any special hardware or software Big Fish Technology is required to purchase in order to efficiently fulfill this Contract.
    - (ii) Client acknowledges that Big Fish Technology will use the Georgia State Accounting (SAO) per diem rates as the basis for its travel expenses. The rates are reviewed annually and are available at the SAO website (<https://sao.georgia.gov/travel/state-travel-policy>).
    - (iii) Client shall pay such expenses within thirty (30) calendar days upon receipt of a reviewed and accepted invoice.
5. **SITE ACCESS.** To the extent that Services are performed on Client's premises ("Premises"), Client hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Client on property other than the Premises, it shall be Client's responsibility to secure, at Client's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to deliver requested Services.
6. **WARRANTY.** Big Fish Technology warrants that the work will be performed to commercially reasonable standards and in accordance with reasonable and customary practices prevailing at the time for its business. No other warranties exist, expressed or implied.
7. **CONFIDENTIALITY.**

- a. **Confidentiality of Client Information.** Big Fish Technology recognizes that the Client has and will have the following information: prices; costs; future plans; business affairs; process information; technical information; customer lists; copyrights; investor information; portfolio company's information, including, but not limited to financial information, strategies and legal documents; and other proprietary information (collectively, "Client Information") which are valuable, special, and unique assets of the Client. Big Fish Technology agrees that Big Fish Technology will not, at any time or in any manner, either directly or indirectly, use any Client Information for Big Fish Technology's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the Client. Big Fish Technology will protect the Client Information and treat it as strictly confidential information.
- b. **Definition of "Confidential Information."** For purposes of Paragraph 12, "Confidential Information" shall mean any and all information of or concerning the Client obtained by Big Fish Technology or to which Big Fish Technology has direct or indirect access, whether marked as confidential or not, in any form, format or media, including information obtained from oral or other transitory means, unless expressly and specifically indicated at the time of disclosure to be non-confidential. Confidential Information shall include but is not limited to: patentable subject matter and patent applications; trade secrets; the terms of any agreement between the Client and Big Fish Technology (including without limitation this Contract), except to the extent otherwise stated in such agreement; any information that is marked confidential, restricted, proprietary, or with a similar designation; files or records or other Client Information stored electronically by Big Fish Technology or otherwise accessed or accessible by Big Fish Technology on Client's computer systems; and proprietary information such as IP addressing data, routing protocols and tables, router configuration syntax, specifications, processes, methods, ideas, techniques, drawings, works of authorship, inventions, know-how, software, algorithms and formulae related to the current, future, and proposed products and services of both the Client and Big Fish Technology, including without limitation information concerning research, development, financials, procurement, customer lists, investors, employees, third party relationships, forecasts and marketing plans. Notwithstanding the foregoing, Confidential Information shall exclude information that: (i) was lawfully in the public domain at the time of disclosure; (ii) lawfully becomes part of the public domain after disclosure through no fault of Big Fish Technology; (iii) was already in Big Fish Technology's possession free of any confidentiality obligation at the time of disclosure; (iv) was received after disclosure to Big Fish Technology from a third party who had a lawful right to disclose such information without any obligation to restrict its further use or disclosure; or (v) was developed by employees or agents of Big Fish Technology independently of and without exposure to any Confidential Information of the Client. All Confidential Information is provided "as is." The Client and Big Fish Technology make no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of its Confidential Information.
8. **CONFIDENTIALITY OF TEMPLATES.** The Client recognizes that Big Fish Technology has and will have blank document and publication forms, templates, designs, and design ideas, (collectively, "Templates") which are valuable, special and unique assets of Big Fish Technology. The Client agrees that the Client will not at any time or in any manner, either directly or indirectly, use any Templates for Client's own benefit outside the auspices of this or similar contracts with Big Fish Technology, or divulge, disclose, or communicate in any manner the Templates to any third party without the prior written consent of Big Fish Technology. The Client will protect the Templates and treat them as strictly confidential.
9. **OWNERSHIP AND RIGHTS.** All Client Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively "Rights") in connection therewith shall be the sole property of the Client. All Templates based on solicitation requirements, whether pre-existing or developed in the course of the Contract, are the exclusive property of Big Fish Technology and all Rights in connection therewith shall remain the sole property of Big Fish Technology.

10. **SERVICES TO THIRD PARTIES.** The parties recognize that Big Fish Technology may provide consulting services to third parties. However, the confidentiality provisions of this Contract bind Big Fish Technology, and Big Fish Technology may not use the Client Information, directly or indirectly, for the benefit of third parties.
11. **ASSIGNMENT.** Big Fish Technology's obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Client.
12. **NON-WAIVER.** Any failure or delay by either party to exercise or partially exercise any right, power, or privilege hereunder shall not be deemed a waiver of any of the rights, powers, or privileges under the Contract. The waiver by either party of a breach of any term, condition, or provision of the Contract shall not operate as, or be construed as, a waiver of any subsequent breach thereof. This does not supersede the GTA Direct Master Services Agreement.
13. **FORCE MAJEURE.** Big Fish Technology shall not be responsible for any failure to perform due to unforeseen circumstances or due to a cause beyond Big Fish Technology's control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
14. **EQUIPMENT & FACILITIES.** The Client agrees that Big Fish Technology may utilize certain items of the Client's equipment and may gain access to certain of the Client facilities. The Client retains title and ownership in all of the Client's equipment owned by the Client and utilized by Big Fish Technology, and must grant authority for Big Fish Technology to access the Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that Big Fish Technology may be unable to perform their duties adequately and if such a situation should exist, Big Fish Technology will be held harmless.
15. **AUTHENTICATION CREDENTIALS.** The Client acknowledges that Big Fish Technology must have access to any and all systems and resources to perform their duties under this Contract. As such, Big Fish Technology must have access to any and all authentication credentials including, but not limited to administrative and non-administrative login IDs and passwords.
16. **NOTICES.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, using the address as found on the Order Contract. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.
17. **RELATIONSHIP OF PARTIES.** It is understood by all parties that Big Fish Technology is an independent contractor with respect to the Client, and not an employee of the Client. The Client will not provide and Big Fish Technology and its employees are not entitled to any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Big Fish Technology.
18. **EMPLOYEES/CONTRACTORS.** Big Fish Technology's employees and contractors, if any, who perform services for the Client under this Contract shall also be bound by the provisions of this Contract.
19. **GENERAL HEALTH & SAFETY.** Big Fish Technology agrees to comply with all applicable health and safety protocols. The Client agrees to remedy any conditions which exist that have the potential to create a hazard.
20. **AMENDMENT.** This Contract may be modified under the approval of the GTA.
21. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This does not supersede the GTA Direct Master Services Agreement.

22. **SECTION HEADINGS.** The section headings throughout the Contract are for reference purposes only, and the words contained in the headings shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of the Contract.
23. **TYPOGRAPHICAL ERRORS.** Big Fish Technology cannot be held bound or held responsible for typographical errors or omissions.
24. **APPLICABLE LAW.** The laws of the State of Georgia, Fulton County Superior Courts shall govern this Contract.
25. **CLIENT ACCEPTANCE.** By signing below, the entity signing on behalf of the Client personally represents and warrants to Big Fish Technology that he or she has the authority and power to sign on behalf of the Client and bind the Client to this Contract. Client understands and agrees to be bound by the terms and conditions for service as described in these Terms and Conditions and Schedule(s). Where applicable the Client understands that if it terminates this Contract prior to implementation of services, the Client will

Party receiving services:

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Party providing services:

**Big Fish Technology**

By: \_\_\_\_\_ / \_\_\_\_\_  
(Signature) (Date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

### **SERVICE DESK**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **GENERAL OVERVIEW**

Big Fish Technology's Service Desk delivers fast, courteous, expert problem resolution for end-user technical problems.

#### **DELIVERY METHOD**

Service Desk support is delivered over the phone and/or via remote access to the client's equipment. **Service Desk support can be provided only in conjunction with any of the Managed Services (see Schedule B).**

#### **LIMITED / UNLIMITED SERVICE DESK**

Some support packages offered by Big Fish Technology include either Limited or Unlimited Service Desk support. Limited and Unlimited Service Desk provide identical services and support and differ only in their cost. Limited Service Desk is billed at the discounted hourly rate notated on the Order Contract whereas Unlimited Service Desk is included in the support package as notated on the Order Contract.

#### **HOURS OF OPERATION FOR SERVICE DESK**

- **Business Hours:** available between the hours of 9:00am and 5:00pm Eastern, Monday through Friday.
- **After Hours:** available between the hours of 5:00pm and 9:00am Eastern, Monday through Friday and all-day Saturday, Sunday, and Holidays.

#### **EMERGENCY AFTER HOURS SUPPORT**

Any calls outside Business hours of operation for the Service Desk are considered after hours. **After hours support is limited to Emergency issues only. An emergency issue is anything business related that is preventing the end user from performing the duties of their job.**

#### **HOW TO REQUEST SUPPORT**

Service Desk support can be requested through the following means:

- support@bigfishtechnology.com
- 678-528-7713 option 1

#### **Emergency After Hours Support**

- SUPPORT@bigfishtechnology.com
- 678-528-7713 or 877-528-7713, OPTION 1

#### **SOFTWARE AND SERVICES COVERED BY SERVICE DESK SUPPORT**

The Service Desk responds to a wide range of end-user requests. Although the Service Desk supports new user and equipment set-ups as well as other desktop projects, its first priority is to resolve high priority incidents that impede an existing client's ability to work.

The following software and services will be covered by Service Desk Support:

#### **SOFTWARE**

##### *Desktop Operating Systems*

- Microsoft Windows Vista
- Microsoft Windows 7
- Microsoft Windows 8
- Microsoft Windows 10

- Apple OS X 10.6 Snow Leopard
- Apple OS X 10.7 Lion
- Apple OS X 10.8 Mountain Lion
- Apple OS X 10.9 Mavericks
- Apple OS X 10.10 Yosemite
- Apple OS X 10.11 El Capitan



- Apple macOS 10.12 Sierra
- Apple macOS 10.13 High Sierra

#### *Office Suites*

- Microsoft Office 2007/2010/2011/2013/2016

#### *Email Clients*

- Microsoft Outlook 2007/2010/2013/2016
- Microsoft Windows Mail App
- Microsoft Office 365
- Google Apps

#### *Browsers*

- Internet Explorer 7 and above
- Google Chrome
- Safari
- Mozilla Firefox

#### *Common Applications including, but not limited to:*

- Adobe Acrobat and Reader 6 and up
- Microsoft Visio

#### **THIRD PARTY/PROPRIETARY SOFTWARE**

All third party and proprietary software will be supported on a best effort basis. "Best Effort" means that the Service Desk will not refuse to troubleshoot issues with third party and proprietary software that they are unfamiliar with. However, in the case of limited to no experience with the software, the Service Desk has the right to promptly assign the ticket for On Demand support.

#### **SERVICES**

##### *PC and Network Troubleshooting*

- Network connectivity
- General PC hardware diagnosis
- Printers, drivers, and queues
- Database connectivity

##### *Terminal Services*

- Printer setup and troubleshooting

##### *Handheld Devices (including, but not limited to: Windows Mobile and Blackberry)*

- Setup and Configurations
- Synchronization troubleshooting

#### *Administrative Tasks*

- Create user accounts and groups
- Create mailboxes and distribution lists
- Reset passwords
- Unlock domain accounts
- File/Folder permissions
- Microsoft Outlook profile setups

#### *Software Installations*

- Installations are a scheduled task
- Carried out 9:00am to 5:00pm EST Monday-Friday
- 48-hour advanced notice is needed to schedule the install
- Maximum of 5 PC's per site per day

#### *AntiVirus and Spyware/Malware*

- Scans and removal

#### *Vendor Management*

- Work with applicable technology vendors on behalf of the client

#### *Domain Hosting, Web Hosting, DNS Hosting*

- Facilitate set up and/or transfer of domain hosting accounts
- Facilitate set up and/or transfer of web hosting accounts
- Setup and managed DNS hosting and zone records

#### *Big Fish Technology Worry Free WiFi*

- Perform MACD (Move, Add, Change, Delete) support via the WiFi controller
- Perform troubleshooting to ensure Worry WiFi service ("Service") is working properly
- Perform MACD service for deployed access points
- Repair/replace deployed access points

#### **OUTSIDE THE SCOPE OF THE SERVICE DESK**

The Service Desk will not support the following items including, but not limited to:

- PC setups and configurations



- User profile setups and configurations (apart from Outlook profiles)
- Data transfers
- Hardware related issues
- PC failure
- Hard drive failure
- Memory failure
- Power supply failure
- Printer failure
- Mouse failure
- Keyboard failure
- Monitor failure
- ISP outage (e.g. AT&T, Verizon, Comcast, Charter, CenturyLink, Cogent, etc.)
- Application "How To" training<sup>1</sup>
- Bulk work<sup>2</sup>

Work that is outside the scope of Service Desk Support is considered On Demand Support and will be performed and billed using either the On Demand Service rate or the Out of Scope rate as set forth on the Order Contract.

#### CLIENT RESPONSIBILITIES

In order to facilitate the support process, clients are required to:

- Provide detailed information at the time of the service request, which consists of the **caller's name, company name, description of the problem, and the perceived priority level.**
- Make every effort to be available to communicate with Remote Support Technician if required.
- Notify the Remote Support in advance of any pre-determined required assistance.

#### PROCESSING OF REQUESTS

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<sup>1</sup> Service Desks' primary responsibilities are to the services described in this Schedule. In order to complete the requests in an efficient and timely manner, any training that the end-client may require must be handled by On Demand support.

<sup>2</sup> Any service request (in scope and excluding software installs) involving multiple PC's will be considered bulk work. For example, if a client site gets a new printer and the printer

#### Phone

A ticket will be created for each call received by the Service Desk.

When a call is received by the Service Desk, the call will be answered by a Level 1 technician. If the incoming request can be handled within 10 minutes, the Level 1 technician will stay with the call to resolve the issue. If the Level 1 technician estimates that the incoming request will take longer, they will (a) hand off the call to a Level 2 technician if one is available, or (b) inform the caller that the issue will be assigned to a Level 2 technician and end the call. The Level 1 technician will then place the ticket in the Service Desk ticket queue where it will be assigned to a Level 2 technician by the Service Desk Team Lead.

#### Voicemail

If all technicians are unavailable, the caller will be sent to voicemail to leave a message. Voicemails will be returned within 15 minutes during Business Hours.

In such cases, the Service Desk will listen to the voicemail, create a ticket, and place the ticket in the Service Desk ticket queue. The ticket will then be assigned to a Level 2 technician. The technician will respond based on ticket priority.

#### Emails

A ticket will be created for each email request received by the Service Desk. For email requests to be processed, the following information **MUST** be included in the body of the email: Requester's full name, Client company name, Call-back number, detailed description of the issue, and the perceived priority level.

needs to be added to all the PC's at the site, the installation will be the responsibility of On Demand Support.

For software installations, any request involving more than 5 PC's will be considered bulk work. Software install requests are limited to 5 PC's per client site per day.

If this information is not in the email request, no ticket will be created and no further action will be taken by the Service Desk.

A Service Desk technician will add the information into a ticket and assign it the proper priority. The ticket will then be placed in the Service Desk ticket queue, where it will then be assigned to a Level 2 technician.

Email requests sent over the weekend will not be acknowledged until the next business day.

#### *Call backs*

On a call back, the Service Desk will leave a voicemail for the client if there is no answer. The Service Desk will make additional attempts to contact the client for 3 consecutive days. If the client has not responded to the Service Desk after the third day, the ticket will be marked completed.

#### **SETTING PRIORITY LEVELS FOR REQUEST**

##### *Calls and Emails*

The Service Desk will make every effort to resolve the issue at the time of the service call. This will be the initial method for resolving issues provided that there is a Level 2 technician available. During those times when a Level 2 technician is unavailable at the time of the call, and for email requests, the Service Desk will log a ticket and assign priorities based on specific definitions. Requests will be handled according to the priority assigned to them.

#### **PRIORITY LEVELS & RESPONSE TIMES**

The following table describes the priority levels utilized by the Service Desk during Business Hours.

Priority	Description	Response Time
Emergency	A problem that affects the entire client site, a group of users, or an individual <b>AND</b> is preventing them from doing their job.	30 minutes
Medium	A general service request or problem that is interfering with your job, but not preventing you from doing it.	3 hours
Low	A service request that does not require immediate resolution and does not affect your ability to do your job.	24 hours

When contacting the Service Desk, it is important that the Client choose the correct priority level when requesting support, so that the Service Desk may effectively process all requests. However, it is at the discretion of the Service Desk Manager or Team Lead to downgrade or upgrade a ticket priority if they consider it necessary.

## **SCHEDULE B**

### **MANAGED PC / MANAGED USER / MANAGED SERVER / MANAGED NETWORK**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **GENERAL OVERVIEW**

Schedule B covers all of the named managed services (“Managed Service”) offered by Big Fish Technology. Managed Service is the proactive management of a technology asset or object by the Company on behalf of the Client. Big Fish Technology takes away the tedium and mitigates the risk inherent in the day-to-day management and operation of technology within a business organization.

#### **DELIVERY METHOD**

Managed Service is delivered via manual and automated means utilizing remote access control services and specialized software agents. **Managed Service can be provided only in conjunction with the Service Desk (see Schedule A).**

#### **REMOTE ACCESS CONTROL SERVICES**

Big Fish Technology utilizes best-in-class, industry-grade (end-to-end 128- to 256-bit SSL encryption) remote access technologies to remotely access the Client’s servers and PCs for purposes of management, maintenance and support. Technologies utilized enable unattended access as long as the server or PC is powered on and connected to the Internet.

User Remote Access is a feature very similar to GoToMyPC® and allows remote access to the Client’s PC or laptop from anywhere in the world as long as the PC or laptop is powered on and connected to the Internet. User Remote Access is available upon request.

#### **MANAGED SERVICES SOFTWARE AGENTS**

Administrative remote access and control is achieved through the installation of a small software agent onto each server and PC, and is required by Big Fish Technology.

In order for Big Fish Technology to meet service delivery commitments set forth in Schedule A, the afore-mentioned software agents must be installed on all Microsoft Windows based servers and all Microsoft Windows based PCs/laptops, including any hot spare PCs/laptops, covered by this Contract. Removal by the Client is prohibited during the term of this Contract.

#### **MANAGED SERVICE SPECIFICS**

##### **1. Managed PC**

Comprehensive management of a single computer.

- a. Monitoring and management of existing anti-virus protection
- b. Automated Scheduled Spyware Prevention and Deletion
- c. Automated Temp File Deletion
- d. Automated Patch Assessments and Updates (only vetted, approved patches applied)

**Managed PC In-scope/Out of Scope** is as defined as in Schedule A – Service Desk.

**Fees** – Monthly fees are based on the total number of Microsoft Windows based PCs/laptops, including any

hot spare PCs/laptops, under management by this Contract at the start of each billing period. For billing and support purposes, Big Fish Technology reassesses the number each month.

##### **2. Managed User**

Comprehensive end user management of up to two devices per user including any combination of workstation or laptop. Limited smartphone support included.

- a. Monitoring and management of existing anti-virus protection

- b. Automated Scheduled Spyware Prevention and Deletion
- c. Automated Temp File Deletion
- d. Automated Patch Assessments and Updates (only vetted, approved patches applied)

**Managed User In-scope/Out of Scope** is as defined as in Schedule A – Service Desk.

**Fees** – Monthly fees are based on the total number of users under management by this Contract at the start of each billing period. For billing and support purposes, Big Fish Technology reassesses the number each month.

### 3. Managed Server

Big Fish Technology will provide end-to-end management and monitoring of Microsoft Windows® physical and virtual servers, and end-to-end management of Office 365 servers.

#### A. Physical Server & Virtual Server

Big Fish Technology will employ active and passive monitoring of the hardware, operating system, and certain application software of all physical and virtual servers for critical and urgent alerts.

Active and passive monitoring is achieved through the installation of small software agents onto each server and is required by Big Fish Technology. Removal by the Client is prohibited during the term of this Contract.

The active and passive monitoring service will email and page Big Fish Technology's on-call engineer of any critical or urgent alerts. Many alerts are predictive failure alerts, allowing Big Fish Technology to proactively perform pre-emptive maintenance, if so contracted.

Services include:

- a. Includes automatic resolution of monitored alerts
- b. Windows security patch management (only vetted, approved patches applied)
- c. Event log monitoring
- d. Windows service monitoring
- e. Monitoring and management of existing anti-virus protection

- f. Hardware firmware management
- g. Core health monitoring
- h. Daily maintenance
- i. Operating system service pack management
- j. Basic MACD (Move, Add, Change, Delete) for:
  - 1) Active Directory
  - 2) Folder structure
  - 3) File and folder permissions
  - 4) Print server
  - 5) DNS services
  - 6) DHCP services

#### B. Manage Hosted Server

Big Fish Technology will manage and maintain Hosted Servers such as Office 365 servers, GoDaddy, AppRiver, Rackspace, etc., including Exchange, SharePoint.

For purposes of this document, Hosted Servers are defined as servers (physical or virtual) that are owned and maintained by the hosting provider, and are provisioned for a specific purpose such as email and/or data storage. Any operating system needed to operate the Hosted Server and any application software such as MS Exchange, MS SharePoint, etc., used to deliver the provisioned service are owned, licensed, supported, and managed by the hosting provider.

Big Fish Technology Services include:

- a. Updates as prescribed by hosting provider
- b. Troubleshooting and issue resolution
- c. Basic MACD (Move, Add, Change, Delete) for:
  - 1) User accounts
  - 2) Mailboxes
  - 3) Distribution groups
  - 4) Library/folder structure
  - 5) Library/folder/file permissions

**Fees** – Monthly fees are based on the total number of servers under management by this Contract at the start of each billing period. For billing and support purposes, Big Fish Technology reassesses the number each month.

**4. Managed Network**

Big Fish Technology will provide end-to-end management and monitoring of network devices such as routers, access points, bridges, switches, and firewalls.

Big Fish Technology will deploy a network manager computer for remote access and monitoring purposes.

Services include:

- a. Monitoring
- b. Maintenance

- c. Configuration Changes
- d. Troubleshooting
- e. Vendor management

**Fees** – Monthly fees are based on the total number of network devices under management by this Contract at the start of each billing period. For billing and support purposes, Big Fish Technology reassesses the number each month.



## **SCHEDULE C**

### **CONSULTING AND ON DEMAND SERVICES**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **GENERAL OVERVIEW**

Consulting and On Demand services addresses those requests that are outside the scope of Big Fish Technology support packages.

#### **DELIVERY METHOD**

Consulting and On Demand services are delivered via the phone, email, remotely, and on-site as dictated by the nature of the request.

#### **NOTE: ON DEMAND SERVICES**

Some support packages offered by Big Fish Technology include On Demand Services at no cost. Please refer to the Order Contract (page 1 – 2) for information specific to this Contract.

#### **NORMAL HOURS OF OPERATION**

Consulting and On Demand services are available between the hours of 9:00am and 5:00pm EST, Monday through Friday. Calls after 5:00pm and before 9:00am Monday through Friday, as well as the weekends and holidays, will be forwarded to voicemail and will be retrieved the next business day.

#### **HOW TO REQUEST SUPPORT**

##### *Normal Operating Hours*

- SUPPORT@bigfishtechnology.com
- 678-528-7713 or 877-528-7713, OPTION 1

##### *Emergency After Hours Support*

- SUPPORT@bigfishtechnology.com
- 678-528-7713 or 877-528-7713, OPTION 911

### **1. Services**

#### **A. CONSULTING SERVICES**

Big Fish Technology will provide Consulting Services as set forth in the Order Contract. These services include, but are not limited to the following:

- CIO/CTO Services
- Current Technology Assessment
- Business Objectives Meeting
- Quarterly Service Review
- Annual Service Review
- Hardware Lifecycle Review
- Software License Compliance Review
- Common Office Environment (COE) Assessment
- Sensitive Data Review
- File/Folder Security Review & Remediation
- Business Continuity Planning

- Documentation Development & Maintenance

#### **B. ON DEMAND SERVICES**

Big Fish Technology will provide On Demand Services as set forth in the Order Contract. These services include, but are not limited to the following:

- PC setups and configurations – up to 5 per week
- User profile setups and configurations (apart from Outlook profiles)
- Data transfers
- Hardware related issues
- PC failure
- Hard drive failure
- Memory failure
- Power supply failure
- Printer failure
- Mouse failure
- Keyboard failure

- Monitor failure
- ISP outage (e.g. AT&T, Verizon, Comcast, Southwest Bell, etc.)
- Hardware/Software/ISP Vendor management
- Application "How To" training (Best Effort)

### C. OUTSIDE THE SCOPE OF ON DEMAND SERVICES

All work not defined in Section 1.B – On Demand Services is considered a project and is billed using the Project Work Rate as noted on the Order Contract (page 1 – 2). A project may contain work that is defined in Section 1.B – On Demand Services, but if the scope of the work is much more encompassing than just the work defined in Section 1.B – On Demand Services, the work is considered out of scope.

## 2. Setting Priority Levels for Request

### A. Calls and Emails

Big Fish will make every effort to respond at the time of the service call or email request. During those times when all technicians are unavailable at the time of the call, and for email requests, Big Fish will assign priorities based on specific definitions. Requests will then be handled according to the priority assigned to them.

### B. Priority Levels & Response Times

The following table describes the priority levels utilized by the Service Desk during business hours.

Priority	Description	Response Time
Emergency	A problem that affects the entire client site, a group of users, or an individual <b>AND</b> is preventing them from doing their job.	30 minutes
Medium	A general service request or problem that is interfering with your job, but not preventing you from doing it.	3 hours

Low	A service request that does not require immediate resolution and does not affect your ability to do your job.	24 hours
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When contacting Big Fish, it is important that the Client choose the correct priority level when requesting support, so that Big Fish may effectively process all requests. However, it is at the discretion of Big Fish to downgrade or upgrade a ticket priority if they consider it necessary.

### 3. Fees

The monthly fees for are based upon the number of consultants providing service multiplied by the effective rate. The effective rate for Consulting, On Demand, and Enhanced On-Demand Services is set forth in the Order Contract (page 1 & 2).



## **SCHEDULE D**

### **AUXILIARY SUPPORT SERVICES**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **SUPPORT DELIVERY**

Auxiliary Support Services will be performed on-site by local, third-party IT support vendor(s) (Vendor), in coordination with Big Fish Technology.

#### **NORMAL HOURS OF OPERATION**

Auxiliary Support Services availability is contingent upon Vendors Service Level Agreements (SLA) that are mutually acknowledged and accepted by the Vendor, Client, and Big Fish Technology.

#### **EMERGENCY AFTER HOURS SUPPORT**

Emergency Auxiliary Support Services availability is contingent upon Vendors Service Level Agreements (SLA) that are mutually acknowledged and accepted by the Vendor, Client, and Big Fish Technology. **After hours support is limited to Emergency issues only.**

#### **HOW TO REQUEST SUPPORT**

Client will contact Big Fish Technology. A determination will be made as to engage the Vendor or not.

#### **1. Services**

- a. Upon request from the Client, Big Fish Technology will locate and vet third-party IT support vendor(s) (Vendor) to provide on-site support for Client locations outside of the five county Metropolitan Atlanta (Fulton, DeKalb, Gwinnett, Cobb, Clayton), Georgia area, to augment services provided by Big Fish Technology.
- b. Big Fish Technology is solely responsible for management and deployment of third-party vendors used to provide Auxiliary Support Services.
- c. Client acknowledges the Vendor will have localized billing rates, business hours, and support practices that do not reflect those of Big Fish Technology.
- d. Client acknowledges that while reasonable efforts will be made by Big Fish Technology during the Vendor vetting process, Big Fish Technology may have little or no control over the manner in which third-party local on-site support is performed.
- e. Big Fish Technology reserves the right to terminate the Vendor relationship and to

proceed with selecting a replacement vendor if deemed appropriate by Big Fish Technology.

- f. Services include and are limited to:

1. Initial PC setups and configurations
2. Data transfers
3. Hardware related issues
4. PC failure
5. Hard drive failure
6. Memory failure
7. Power supply failure
8. Printer failure
9. Mouse failure
10. Keyboard failure
11. Monitor failure
12. ISP outage (e.g. AT&T, Verizon, Comcast, Southwest Bell, etc.)

#### **2. Fees**

The monthly fees for Auxiliary Support Services are based upon the number of man-hours per month multiplied by the Vendor rate. Vendor charges to Big Fish Technology will appear on Client invoices from Big Fish Technology.

## **SCHEDULE E**

### **HOSTED SERVICES / SOFTWARE AS A SERVICE (SAAS)**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **1. Services**

##### **A. Big Fish Backups**

Off-site backups housed in a SAS 70 Type II data center which includes: (i) initial connectivity between backup network and target computers; (ii) installation of backup agent software on target computers; (iii) configuration of backup schedules in accordance with client requirements; (iv) execution of backup schedules; (v) retention of file system data; (vi) file restore from media upon Client request; and (vii) modification(s) to the backup schedule upon Client request.

This Service does not include the definition or the implementation of any backup and/or restoration methodology to be utilized for database(s). In all cases, Client agrees to provide Big Fish Technology with administrative access to all target computers requiring Data Backup Services to facilitate issue and/or problem resolution. Client also agrees to allow Big Fish Technology to install the necessary software agents on each target computer to enable data backups.

**Client acknowledges receipt, understanding, and acceptance of the Terms of Use as noted in Big Fish Backup Terms of Use.**

##### **B. Worry-Free Anti-Virus**

Business-grade anti-virus protects desktops and laptops anti-viruses and spyware, wherever they are connected—in the office, at home, or on the road. Worry-Free Anti-Virus is easy to use and offers maximum protection.

It powers both on-premise and hosted solutions to protect users whether they are on the network, at home, or on-the-go, using lightweight clients to access its unique in-the-cloud correlation of email, Web and file reputation technologies, as well as threat databases. Clients' protection is

automatically updated and strengthened as more products, services and users access the network, creating a real-time neighborhood watch protection service for its users.

#### **2. One-time Fees**

##### **A. Hosted Backups Onboarding & Recovery (Optional)**

Provide clients with backup data sizes in excess of 40GB the option of utilizing the Direct Onboarding Transfer (DOT) in lieu of the indirect transfer.

The DOT process involves the following steps:

- Deliver and connect external hard drive to target computer
- Initiate data export to external hard drive (this could take 1 – 4 days)
- Pickup and deliver external hard drive to the data center
- Initiate data import to Hosted Backup servers and storage
- Initiate normal incremental backup schedule

Fee: \$30.00 / computer

In addition to restoring files over the Internet, clients have the option of receiving their restored files on storage media such as a memory stick, DVD, or externally attached hard drive. This is an excellent option if needing to restore large amounts of data (20GB or more) quickly.

This service includes:

- Next business day delivery of storage media, including Saturdays
- Return postage for storage media, if applicable
- One (1) hour of remote assistance

Fee: \$85

## **SCHEDULE H**

### **DEDICATED ONSITE TECHNICAL SUPPORT (DOTS)**

**NOTE:** Refer to Order Contract (page 1 – 2) to determine which of the following Services are applicable.

#### **GENERAL OVERVIEW**

The DOTS service dedicates a member of the Big Fish Technology team to come alongside and work on a dedicated schedule within Client organization. The dedicated onsite technician (DOT) is dedicated to Clients business and is purposeful in maintaining, supporting, and serving as an IT professional that is in tune with Clients business objectives.

#### **DELIVERY METHOD**

- The DOT should be considered a regular part of Clients organization and as such, have a consistent agreed-upon engagement schedule.
- Client will provide the DOT with necessary contact information from Clients business to streamline communications and minimize miscommunications.
- The DOT is available for a minimum of three days per week on a set schedule.
- The DOT will work onsite at Clients offices or remotely or both as determined by Client. It is strongly recommend that the DOT works at least 50% of their engagements at the Clients offices if possible.
- During engagements, the DOT is completely focused on Clients business and in performing his or her duties.
- The DOT will be shadowed regularly by other Big Fish Technology employees for redundancy and emergency support when the DOT is not available. Client will not be responsible for the shadow's labor costs.
- Outside of engagements, Big Fish Technology will provide on demand support as outlined in schedule C at the DOTS hourly rate. Reasonable notice of at least one week is required.
- The DOT will lean on Clients internal and Big Fish Technology internal IT staff for troubleshooting efforts.

#### **DOTS Communications**

- The DOT is available via email and telephone, especially during engagements. The DOT will provide their office and mobile phone numbers, and their email address to the Client.
- During engagements, the DOT will respond to all phone calls and emails the same day, usually within two hours. Outside of engagements, Big Fish Technology will respond to all phone calls and emails the next business day or sooner, depending upon both priority and availability.

#### **Operations**

The DOT is responsible for day-to-day IT operations. To that end, the DOT works closely with support leads within the IT department and Big Fish Technology internal IT staff to ensure smooth and effective service delivery.

#### **Accommodations**

Any membership, card access, or control requirements needed by Big Fish Technology to gain access to the support environment is provided by Client. Examples are:

- Building access Cards (2)
- Monthly parking membership (2)
- Office access cards (2)

#### **Conversion Option**

At the end of the agreement, Client has the option to direct hire the DOT. If the DOT accepts the offer, the contract conversion fee will be paid to Big Fish Technology by Client.