

Managed Services Agreement 2024



Managed Services Offerings	
Unlimited On-site and Remote Support	✓
Unlimited Automated Support	✓
PC Monitoring, Maintenance, Patching	✓
Office 365 Support	✓
Cloud File Sync & Share	
Endpoint Protection / Antivirus	✓
Security Threat Detection and Remediation	
Security Awareness Training	
Cloud Backup	✓
Backup Disaster Recovery Appliance	
Monthly Reporting	✓
Virtual CIO	✓
\$1036.80	

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Description of Services

Unlimited On-Site and Remote Support

Fix-IT Solutions, LLC. will provide maintenance and support for the existing hardware and software including all equipment listed in the Addendum as well as installed 3rd party software and a line of business applications. FIX-IT SOLUTIONS, LLC will provide support and troubleshooting for remote access solutions including VPN access, remote desktop and webmail including remote access setup of off-site computers. FIX-IT SOLUTIONS, LLC will make its best effort to resolve as many issues as possible remotely and will come On-Site in the event remote resolution is not possible. Remote support of other staff home computers is not included for VPN access to the network. Projects outside the scope of the above to maintain the existing network are billed separately including but not limited to setting up 2nd or additional offices or system changes expanding beyond what is currently in use in the network are beyond the scope of this Agreement. Charges will be billed separately at FIX-IT SOLUTIONS, LLC's then hourly rate for service, currently \$70.

Unlimited Automated Support

Through the use of Fix-IT Solutions, LLC's Remote, Monitoring and Management (RMM) software, unlimited support by these systems will be provided. This includes the installation of critical updates for Windows Operating Systems, Apple Operating Systems, Microsoft Office 2013/2016. Automated support includes remediation for installed malware, failed services, drive clean-up (temp and unnecessary files), drive optimization, virus, malware and spyware scans, as well as hardware and software auditing. Fix-IT Solutions, LLC's remote monitoring and management software will monitor all PC's that are powered on 24/7 for critical errors. Critical errors will automatically create a Service Ticket in Fix-IT Solutions, LLC's ticket management system to be addressed by a technician or Fix-IT Solutions, LLC's automation service which provides automatic response to resolve critical issues. Errors that occur during the maintenance window such as viruses found or machines that are unavailable will trigger a Service Ticket to be automatically created in FIX-IT SOLUTIONS, LLC's ticket management system.

All time billed for software support by FIX-IT SOLUTIONS, LLC's Automated Support software will be covered under the terms of this agreement. Hardware issues are not covered under these terms and will be billed at an hourly rate.

Endpoint Protection / Antivirus

All antivirus licensing is included for Servers, MAC's and PC's. Antivirus software is business grade antivirus (Webroot). Fix-IT Solutions, LLC monitors the antivirus software 24/7 and in the event of a virus/worm/ad-ware/spyware being detected a ticket will automatically be created in Fix-IT Solutions, LLC's ticket management system. Fix-IT Solutions, LLC will address viruses as requiring an emergency response by a technician to confirm virus removal.

Online Cloud Backup

Automatically backs up select files and network shares stored on the Servers to a secure online location. Gigabytes will be purchased for \$ 0.14 per 1 gigabyte block to be added to the monthly billing. Backups will be performed each night after 10 pm. This includes AES-256 bit DOD Level Encryption of all data. Clients must have a 5 megabyte or higher Internet connection (both upload and download).

Monthly Reporting

Fix-IT Solutions, LLC will provide clients with monthly reporting detailing resolved tickets, patching, antivirus performance, service availability and network reliability.

Virtual CIO

Fix-IT Solutions, LLC provides quarterly meetings with clients to review ongoing issues, go over upcoming project work, discuss changes in vendors, advise on best practices, create budgets and plan the technology roadmap for the next period.

*Annual increase of 3% to the total

Managed Services Response Times

Trouble	Priority	Response Time 9am-5:30pm Weekdays	Response Time 5:30pm-9am Weekdays/Holidays
Service not available (all users and functions unavailable. Ex: Server down).*	1	Remote within 2 hours On-Site within 3 hours	Remote within 3 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected).*	2	Remote within 3 hours On-Site within 4 hours	Remote within 3 hours On-Site within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).**	3	Remote within 8 hours On-Site within 48 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected).**	4	Remote within 24 hours On-Site within 72 hours	Remote within 24 hours On-Site within 72 hours

*For same day services on priority 3 and 4 tickets must be entered before 4pm.

**Clients may request a specific technician, however Fix-IT Solutions, LLC will at its discretion assign a technician to address a service ticket or project work.

Client agrees that weather, traffic conditions or Force Majeure outside the control of Fix-IT Solutions, LLC may extend or prevent remote or onsite response.

Managed Services Requirements

1. PC's, Servers and network equipment including routers, switches, backup devices and media must be less than 10 years old or turning 10 years old in the first 11 months of the agreement. Servers should be replaced by clients upon reaching the age of 10 years. Replacement installation costs are billed outside the monthly service amount at FIX-IT SOLUTIONS, LLC's then hourly rate. Servers must be covered by an active hardware warranty. FIX-IT SOLUTIONS, LLC will coordinate warranty diagnostics, repairs and return to service.
2. PC's (laptops/desktops/Macs) in excess of 5 years in age that fail will need to be replaced by the client with a new machine or one that is less than 5 years in age. Support to restore or replace failing equipment older than 5 years will be billed at the agreed on-demand hourly rate.
3. All Servers, Desktop PC's and Notebooks/Laptops with Microsoft Windows or Apple operating systems must be running an operating system supported by Microsoft or Apple with support expected to continue 12 months or more with the latest service packs and critical updates installed. As Microsoft or Apple stops supporting an operating system Client must update their operating system or remove it from any access to the network.
4. Clients will maintain service/support contracts for hardware such as routers, firewalls and switches and specialty software applications.
5. If a client has software particular to its business which is installed on its network, the client is responsible for obtaining installation, training and continuing technical support from the software provider. Fix-IT Solutions, LLC technicians are able to assist with network support, but they are not experts in all software applications and rely on the software manufacturer to provide software support at Client's expense.
6. This Agreement covers users and their associated computers and other devices as detailed in the appendix. Clients shall provide a desktop and laptop which are less than 5 years old in good functioning condition to serve as a hot spare. A hot spare will not be counted as an operating computer for purposes of this Agreement until added to the client group.
7. All server and desktop software must be genuine, licensed. Vendor supported equipment is highly recommended.
8. The network must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
9. All wireless data traffic in the environment must be securely encrypted.
10. There must be an outside static IP address assigned to a network device, allowing VPN access.

Agreement

Clients and FIX-IT SOLUTIONS, LLC agree to the following:

- Fix-IT Solutions, LLC will provide the Managed Services listed on the Managed Services Offerings. The term of this Agreement is 36 months beginning 11/01/2021. This Agreement will automatically renew for successive 36-month terms unless at least 6 months prior to the expiration of each such term, either party notifies the other party in writing of non-renewal. Fix-IT Solutions, LLC or Client may terminate this contract at any time, after an initial 36-month period with at least 6 months prior written notice. Client acknowledges and agrees Client is responsible to pay monthly fees for service offerings during the Notice Period, regardless if Client requests not to receive service offerings during the Notice Period. Service to be provided to Client is for the network located at the address set forth in the attached Description of Network Equipment Supported for the equipment described therein.
 - The initial managed service agreement dated 11/01/2021 was reviewed on 02/21/2024 and both parties, Christian Family Services, Inc. and Fix-IT Solutions, LLC agreed upon an 8% increase for services provided to allow for inflation. This document reflects those changes.
- Client agrees to all requirements in the preceding pages of this document.
- Client will pay Fix-IT Solutions, LLC monthly on or before the 1st day of each month the amount of \$1036.80 beginning 03/01/2024. Clients will execute the ACH form attached to this Agreement and authorize the monthly drafting of their account for the monthly managed service. If the client is in a jurisdiction which charges sales tax on services the stated price does not include tax.
- Fix-IT Solutions, LLC's hourly rate for additional services for onsite is \$70 and remote \$70, weekdays 9-5.
- This Agreement covers only the client's locations as referenced in the addendum and its IT assets, services, service hours, and covered days defined within this Agreement.
- The addition of locations, IT assets, services, service hours, and covered days not set out in this Agreement will require billing as additional services or a project or result in an adjustment to the Client's monthly charges. For example, clients moving to a new location or adding additional users requiring additional routers and networks are Projects. All services requested by clients which are not included in the coverages set out in this Agreement are billed as "Additional Services" or a "Project" and will be quoted and billed as Separate Charges at Fix-IT Solutions, LLC's then hourly rate plus expenses.
- The cost of any equipment necessary to perform the additional services or project will be paid by the Client before installation. The estimated charges for projects and additional services will be paid in full prior to the commencement of the Project. Client agrees to make payment in full within

30 days of billing for additional services not anticipated in the initial estimated charges plus expenses.

- Fix-IT Solutions, LLC will begin and maintain network documentation: on-going documentation of hardware, software, network settings, IP addresses, firewall settings and related network information.
- Clients will comply with the Policies and Responsibilities and also the Managed Services Requirements.

This Agreement includes the Managed Services Offerings, Managed Services Requirements and also the Terms and Conditions; these documents are incorporated herein by reference.

Client (Christian Family Services)

By 

Date 3/21/24

Fix-IT Solutions, LLC, Inc.

By _____

Date _____

Terms and Conditions

1. Confidentiality During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes, and object codes. Confidential Information shall not include any information that client makes publicly available or information which becomes publicly available through no act of Fix-IT Solutions, LLC or Client or is rightfully received by either party from a third party.
2. Client and Fix-IT Solutions, LLC both agree that they will not solicit for hire and it will not hire or otherwise engage any of each other's employees or contractors, either directly or indirectly during any period services are provided under this agreement or in the 24-month period immediately following termination of this agreement.
3. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of FIX-IT SOLUTIONS, LLC's technical staff (collectively referred to herein as "Force Majeure"). Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
4. If the Client work is substantially changed due to a Force Majeure, Fix-IT Solutions, LLC will evaluate the need for change to IT services to Client and related change of managed service fees. Recognizing there are ongoing expenses to Fix-IT Solutions, LLC of maintaining backups, remote monitoring, other vendor support software/licensing and availability of technicians to service on going needs, FIX-IT SOLUTIONS, LLC will review with Client the need for change of fees if any. Late fees will not be charged under an agreed scenario below:

A flat fee charge per month. If the change is a flat fee per month then billing will resume upon Client's resumption of services as mutually agreed between FIX-IT SOLUTIONS, LLC and Client. This may be an evaluation between the parties of a gradual resumption of workers and network activity or an immediate resumption of workers and network activity.
5. Fix-IT Solutions, LLC shall not be liable to Client or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs

even if Fix-IT Solutions, LLC has been advised of the possibility of such damages. Regardless of the form of action, Fix-IT Solutions, LLC's cumulative liability shall be only for loss or damage directly attributable to negligence of a Fix-IT Solutions, LLC employee or contractor, for the cost of restoring the network to its condition prior to the negligence. If a collection action is initiated by either party or if Fix-IT Solutions, LLC has to defend any action by Client, Fix-IT Solutions, LLC is entitled to its reasonable attorney fees and expenses to be paid by Client.

6. Implied Warranties are expressly disclaimed by Fix-IT Solutions, LLC. An Fix-IT Solutions, LLC contractor is a technician or contractor who operates on behalf of Fix-IT Solutions, LLC, is paid by Fix-IT Solutions, LLC and has access to Fix-IT Solutions, LLC's service ticket management system for making time entries and charges for their work. Fix-IT Solutions, LLC is not responsible for the acts of other technicians, contractors or consultants providing service to Client not under its control and direction. If Client purchases equipment from Fix-IT Solutions, LLC it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that Fix-IT Solutions, LLC is not responsible for functioning of the equipment and has not made any express or implied warranties. Fix-IT Solutions, LLC shall not be liable for any claim or demand against the Client by any third party on account of errors or omissions performed hereunder.
7. Remote access to personal computers and/or networks. If or when Client transitions to home or alternative networks, Fix-IT Solutions, LLC will make best effort to make connections and serviceability. However, home or alternative networks may not have adequate internet connectivity and equipment to effectively work. Fix-IT Solutions, LLC is not responsible for inadequacies in those home or alternative networks or to secure those connections. Home equipment will not be as secure and may not have Fix-IT Solutions, LLC's software and security features. Fix-IT Solutions, LLC is not responsible for the security of the home or alternative networks. Work on a home or alternative network unless otherwise included is outside the scope of this Agreement and Fix-IT Solutions, LLC may charge its then hourly rate for work on home or alternative networks.
8. In the event of a Force Majeure Fix-IT Solutions, LLC is not required to have technicians work during periods or at places where their safety or health could be in jeopardy and in any event will not require technicians to go on site.
9. Client agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the Client adversely affected by Client's network functioning or transmissions from its network.
10. Fix-IT Solutions, LLC may apply changes or additional terms, conditions and provisions to this Agreement upon 30 days advance written notice to client containing the proposed addition or change. If the additions or changes are not objected to then they shall take effect at the end of the 30 days. Within the 30 days Client may submit changes or objections to the proposed changes or additional terms. If the parties do not agree on the change or addition then it shall not become part of the Agreement. All the terms, conditions and provisions of this Agreement will continue to apply during any renewal term. Both parties agree to negotiate in good faith rates to

be mutually agreed under any renewed contractual service term to be effective at the end of the initial term.

11. Failure to pay: If payment is not received by the first of the month for that month of service Fix-IT Solutions, LLC reserves the right to put a hold on rendering on-site and remote services until monthly fee has been paid, provided Fix-IT Solutions, LLC gives a five (5) business day notice of late payment.
12. It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials provided by FIX-IT SOLUTIONS, LLC. Client shall pay any such taxes unless a valid exemption certificate is furnished to FIX-IT SOLUTIONS, LLC for the jurisdiction of use, except in cases when FIX-IT SOLUTIONS, LLC procures or sources the incorrect equipment and / or software and / or support services any incorrect items or software shall be returned to FIX-IT SOLUTIONS, LLC.
13. This Agreement is fully assignable by FIX-IT SOLUTIONS, LLC. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
14. This Agreement and any amendments and its validity, construction and performance shall be governed by the laws of Missouri. Exclusive jurisdiction and venue for all matters relating to this Agreement shall be in the county and state of the FIX-IT SOLUTIONS, LLC, and the parties agree and consent to such jurisdiction and venue.
15. Client shall not modify, create any derivative work of, or incorporate any other software into the computer software programs or any portion thereof with the exception of allowing automatic updates to commence or confirming the installation of an automatically scheduled update or fully supported software for which client has purchased technical support and has scheduled such installation with FIX-IT SOLUTIONS, LLC. Programs must be installed by an FIX-IT SOLUTIONS, LLC technician or software technical support with an FIX-IT SOLUTIONS, LLC technician assisting. FIX-IT SOLUTIONS, LLC shall not be responsible for maintenance of or for repair of errors or malfunctions occasioned by any installation, modification or enhancement to the Programs made by Client or by anyone other than FIX-IT SOLUTIONS, LLC unless FIX-IT SOLUTIONS, LLC has agreed. Corrections of unauthorized modifications shall be at the rate of \$70 per hour and may be grounds for immediate termination by FIX-IT SOLUTIONS, LLC of this Managed Services Agreement. Client agrees to prohibit others, including its principals, officers and employees from installing hardware, working on the technical aspects of the operating systems on the Servers and PC's or to give anyone Domain Administrator access. Only FIX-IT SOLUTIONS, LLC will make administrative or technical changes to the servers.

Addendum

Network Information to be filled in by Client and confirmed by FIX-IT SOLUTIONS, LLC technician

Location Addresses: 7955 Big Bend Blvd, St. Louis, MO 63119

Number of full-time users on site: 3 supported with agreement

Number of full-time remote users: 3 supported with agreement

Number of part-time users on site: _____

Number of part-time remote users: _____

Number of email accounts: _____

Network Equipment Supported: _____

Equipment	Number
Desktops	2
Laptops	1
Servers*	4
MAC Desktops	N/A
MAC Laptops	N/A
iPhones	N/A
iPads	N/A
Android Phones	N/A
Android Tablets	N/A
Network Printers	Supported at on-demand rate
Standalone Printer	N/A

***Identify role of Servers**

- 1) CFSDC2 – Domain controller
- 2) CFSFS – File Server
- 3) CFSPRN – Print Server
- 4) CFSQB – QuickBooks Server

