

Skyrope, LLC Standard Managed Service Descriptions & Service Delivery Terms Version 4.1.

1. MANAGED SERVICES DESCRIPTIONS

The list below includes *all* Managed Services provided by Skyrope, LLC at the time of the execution of Client's Managed Services Agreement ("MSA"). As such, some of many of these services may not be included in any given Client's MSA. The specific Managed Services, their levels and fees provided to any particular Client is listed in Section 2 ("Managed Services List and Fees") of that Client's MSA.

Network Monitoring:

- Alerts sent to your Skyrope account team (and optionally duplicated to you) via email 24x7x365
- Reporting functions including asset discovery and visibility into your network performance
- Opportunity to add custom monitoring to monitor third party applications and other resources
- Ability to monitor network nodes through SNMP, syslog, WMI, event log, and TCP/IP.

Managed Servers:

- Routine systems administration of onsite or cloud server (dedicated, shared, or virtual machine)
- Ongoing server patching and updates at Skyrope's discretion (where possible / safe / advisable)
- 24x7x365 monitoring and proactive response based on priority level
- No end-user or third-party requests included

Managed Networking Equipment:

- Routine administration and as-needed troubleshooting of networking equipment, including but not limited to firewalls, VPN appliances, content /mail and other filters, security appliances, switches, and routers
- 24x7x365 monitoring and proactive response based on priority level
- Includes as-needed firmware updates, where possible, safe, and/or advisable
- End-user or third-party requests, security incident response, and hardware support renewal charges passed through from OEM vendors not included.

Third Party Mail & Web Services:

- All third party mail and web services are provided by third party service providers and are subject to the feature set, terms and conditions and any changes made thereto by such service service providers
- *Email Filtering:* Spam, virus and malware filtering at third party location in the cloud
- *Mail Archiving:* Archive incoming/outgoing mail. MS Exchange mail content only (no calendar, contacts, public folders or other MS Exchange items can be archived)
- *Historical Archiving:* Archive old emails as provided by Client as PST files
- *Mail Continuity:* Web-based access to incoming email when your mail server is unavailable
- *Web Defense:* Web traffic filtering for webvia cloud-based proxy at third party location

Third Party Managed Backups (both Cloud and Non-Cloud):

- All third backup services are provided by third party service providers and are subject to the feature set, terms and conditions and any changes made thereto by such service service providers
- Using vaulting software, perform backups to third party service provider vault
- Unlimited number of backups and/or vault replications, as bandwidth and other conditions allow
- Routine, escalated and emergency restore requests, all disaster recovery services, and backup and disaster recovery implementation on new systems are not included. Such requests will be billed asp per

Managed Procurement and Documentation

- Source, procure and track IT hardware and software
- Does not include (i) returns, DOAs, RMAs and other non-standard transactions; (ii) specification development, configuration, installation and other related professional services; (iii) delivery, tax, shipping, handling or other related third party charges; or, (iv) any other professional services
- Create and maintain organization-specific documentation that may include physical and logical network diagrams, data flow diagrams, photographs of facility and systems, IT asset inventory, and password databases. What the created and maintained documentation includes is at Skyrope's sole discretion and is determined on a case-by-case basis depending on the needs of Client's environment.

Outsourced CIO / CTO

- Periodic meetings and communication with Client to provide technology strategy and budget planning as a Managed Service. Such meeting may take place as frequently as once a month, but shall not be less frequent than once a year.
- Meetings will be used to create and follow a strategic IT road map for Client and may take place in person or over the phone.

Help Desk Support:

- Includes 8x5 support of end users and network Monday through Friday, 9 am – 5 pm, excluding holidays (“Normal Business Hours”). Service tickets, escalation, 3rd party vendor liaison, and if needed, onsite support, accessible by email and phone. Onsite support is at Skyrope’s discretion additional fees such as travel time and/or higher hourly rates may apply, depending on the case.
- Support requests apply to troubleshooting managed resources only and cannot be utilized for projects. All exclusions to Managed Services are listed in the Managed Services Terms & Conditions Agreement.
- Helpdesk requests initiated during uncovered hours or that require work during uncovered hours cannot be used towards any covered help desk hours that may be included in Clients’ MSA and will be billed according to Service Delivery Terms below.

Managed Applications

- As an infrastructure provider, Skyrope does not install, configure, troubleshoot or support any non-Microsoft or third party software or applications, whether on managed servers or otherwise. All application installation, implementation, configuration, troubleshooting or support requests should be directed to the manufacturers of such software or application and/or to specialist third party vendors who support such software or applications. The only exceptions to this rule include Microsoft server Operating Systems and their common components, Microsoft desktop operating systems and their common components, Microsoft Exchange, Microsoft SQL, and any Microsoft or third party software or applications installed and configured by Skyrope that is used by Skyrope for the express purpose of providing its Managed Services.
- If any application management is included in your Managed Services, it will be specifically listed in Section 2 of your MSA.
- Except for common Microsoft desktop operating systems, Skyrope does not install, configure, troubleshoot or support any applications that install on desktops, laptops, tablets or mobile devices, unless the trouble with such application is caused by a network, server, or other resource or service that Skyrope explicitly manages as a Managed Service.
- Skyrope in its sole discretion may make good-faith and commercially reasonable efforts to troubleshoot any server or desktop application if requested by Client, prior to escalating the case to an appropriate third party specialist vendor.

Third Party Vendor Liaison

- When possible, coordination with third party vendors including OEM hardware and hardware support vendors, software vendors, telecommunication vendors and the like, to troubleshoot and resolve technical issues that arise from these vendors’ products and services
- Does not include help desk tickets or any changes that may need to be made to systems covered by the Managed Services as a result of such third party liaison

2. SERVICE DELIVERY

“Normal Business Hours” shall be defined as Monday through Friday, 9 am to 5 pm, excluding holidays. Requests for support that are billable in addition to Managed Services monthly service fees include any requests that are not directly related to the Managed Services specifically described in Section 2. Please see the Managed Services Terms & Conditions Agreement (“MSTCA”) for a list of common exclusions to Managed Services. Support requests that are billable in addition to Managed Services monthly service fees also include but are not limited to any non-Microsoft or third party software application support, support on any software or applications not installed and/or not specifically managed by Skyrope as per an executed Managed Services Agreement (“MSA”), software upgrades, troubleshooting remote home and SoHo users’ and telecommuters’ networks, firewalls, VPNs or Internet connections, any home computers, printers, and other peripherals and resources, (home and SoHo networks, installations and systems are not considered part of a manageable wide-area network), PDA/hand-held/mobile device troubleshooting and support, server, desktop, and laptop computer troubleshooting and support except as specified in Section 2 of this Agreement.

Support requests from Client that are not covered by the monthly service fees as may be specified in Section 2 of this Agreement are escalated to systems engineers are billed in 15 minute increments at \$150/hour on an 8x5 basis during Normal Business Hours. Calls outside of the Normal Business Hours are charged on an overtime basis at \$200/hour. Calls that necessitate an in-person visit by an engineer are billed at \$175/hour regardless of the nature of the call, plus travel time at half rate (\$87.5/hour for travel time) on an 8x5 basis. Calls that necessitate an in-person visit by an engineer outside of the 8x5 (normal business hours) are billed at \$250/hour plus travel time at half rate (\$125/hour for travel time). If any help desk hours are included in Section 2 of this Agreement, you will only be billed for overage billable hours, if any, over and above the included hours.