MANAGEIT+ SERVICES AGREEMENT

The following managed services are provided defined as ManageIT+ on the order if agreed to by the Customer.   DivergeIT shall provide Information & Technology (IT) Monitoring & Support for the Customer's IT systems, computers, users, servers, and networks. In addition to the terms set forth in this agreement, the Services are subject to the DivergeIT Terms and Conditions located at www.DivergeIT.com/agreements, unless there are DivergeIT Terms and Conditions attached hereto or there is a signed master agreement with DivergeIT governing such products and services.

- **IT Management Services:** DivergeIT will provide reporting on the Customers IT systems it supports via its portal and provides regular and ongoing tech planning meetings as needed with the Customer to discuss the Customer's current IT status & future needs.

- **IT Support Services:** DivergeIT shall provide support for all Devices and systems specified per the R.I.T.I.S ("RITIS") report to be reviewed with Customer as needed. Customer agrees that all Devices shall be covered under warranty or an active vendor support contract; otherwise, Customer shall have all necessary replacement parts readily available on site. Customer warrants that all software is genuine, currently licensed, and vendor supported. Should any hardware, software, and/or system fail to meet the foregoing provisions, such hardware, software, and/or system shall be excluded from further service unless Customer remedies the issue. Customer agrees to pay any third-party vendor support charges required to resolve any issues. DivergeIT agrees to obtain Customer's authorization to engage third party vendors prior to incurring any additional charges.

- **IT User Support:** DivergeIT shall provide support for all users and systems specified per the R.I.T.I.S report to be reviewed with Customer as needed. Customer agrees that all software shall be covered under warranty or an active vendor support contract. Customer warrants that all computers and software is genuine, currently licensed, and vendor supported. Should any computer, software, and/or system fail to meet the foregoing provisions, such user, software, and/or system shall be excluded from further service unless Customer remedies the issue. Customer agrees to pay any third-party vendor support charges required to resolve any of these issues. DivergeIT agrees to obtain Customer's authorization to engage third party vendors prior to incurring any additional charges. Customer agrees that all new and terminated users' requests must be initiated by the Customer in the DivergeIT Portal per user.

- **IT Security Services:** DivergeIT shall use its best efforts to recover from a security breach, provided that those systems are protected with a currently licensed, vendor-supported, security solution.

- **IT System Monitoring:** DivergeIT will provide ongoing monitoring services for devices per the systems report to be reviewed with Customer as needed. Should a problem be discovered during monitoring, DivergeIT shall make every attempt to rectify the condition in a timely manner during service hours through whatever means available. Monitoring Services will be provided twenty-four (24) hours per day year-round. Resolution of monitoring alerts will be provided during service hours.

Service Not Included
The following are a list of Services & Costs not covered under this Agreement and can be performed at the sole discretion of DivergeIT:
1. The cost of any Customer owned parts, equipment, or shipping charges of any kind.
2. The cost of any Customer owned Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
3. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind for Customer owned systems or equipment.
4. The cost and Service to bring Customer's environment up to qualify for service.
5. The cost and Service to replace of any network devices, computers and servers due to the Manufactures End of Life not resulting from systems failure.
6. The cost and Service resulting from the Customer's alteration or modification of hardware, software and/or systems other than that authorized by DivergeIT.
7. The cost and Service to upgrade Major Versions of Applications software or Operating Systems.
8. The Installation, configuration, and deployment of any new applications whether acquired from DivergeIT or any other source.

SERVICE QUALIFICATIONS
1. Computers and laptops are business class and less than 5 years old from date of purchase

2. All Hardware Manufactures have hardware replacement support availability.
3. Phone systems have active hardware & support agreements from vendor.
4. Internet Service Providers have 99.99% SLA active support agreements.
5. Operating Systems are not End of Life and are the business grade versions of Microsoft Windows, Linux or Apple OSX.
6. Business process software (ERP, CRM, ETC) has active support agreements.
7. Business productivity software is not End of Life and are Microsoft Office, Google Apps and Adobe CS.
8. Incidents, Issues or Problems must be submitted into DivergeIT's Incident Management Tracking System.
9. Customer or Vendor are available to work with the support teams as needed.
10. Microsoft Cloud systems are in DivergeIT's Microsoft Cloud Solution Provider (CSP) account.
11. Any requests that do not qualify for service are solely at the discretion of DivergeIT.

SERVICE REQUESTS METHODS, HOURS & TARGETS

Service Request Methods may change from time to time, and when they do Customer will be notified in writing of the change. Failure to use current Service Request Methods as defined or by written notice at a later date may cause delayed service response and resolution times. Any subsequent delays in service response and resolution time due to failure to use current Service Request Methods shall not constitute a material breach of this Agreement. Each request will be assigned a Service Request number for tracking.

Support of the Customer's Information Technology Systems will be provided to the Customer by DivergeIT in the included services hours and as needed hours indicated below, excluding the holidays. DivergeIT will respond to Customer's Service Requests in accordance with the Service Targets and will use its best efforts to respond within a reasonable time after hours and on holidays. Additional Services, meaning Service Outside of Included Service Hours, requested by Customer shall incur additional charges.

The following Holiday schedule observed by DivergeIT and can be located at the OPM.Gov website. Exceptions include only Columbus Day and Martin Luther King Day where DivergeIT continues to provide regular services. If a Holiday is recognized on a Thursday, the Friday following will be included.

LAUNCH PLAN			
Monitoring Hours	24/7 x 365 Days a year		
Business Service Hours	Monday – Friday 8am-5pm PST		
Non-Standard Hours	Monday – Friday 6am – 7:59am, 5pm – 10:pm Saturday & Sunday: 8am – 10pm		
	Response	Service Requests methods	
Service Targets	90%	Email: help@divergeit.com Portal: http://portal.divergeit.com Instant Message: Desktop Support Portal	
Critical	15 Minutes		
Important	15 Minutes		
Normal	15 Minutes		
Scheduled	60 Minutes		
Outside Control	N/A		

ORBIT PLAN				
Monitoring Hours	24 hours a day, 7 days a week & 365 Days a year			
Business Hours	Monday – Friday 8am-5pm PST			
Non-Standard Hours	Monday – Friday 6am – 7:59am, 5pm – 10:pm Saturday & Sunday: 8am – 10pm			
	Response	Plan	Resolution	Service Requests methods
Service Targets	90%	80%	70%	Email: help@divergeit.com Portal: http://portal.divergeit.com Instant Message: Desktop Support Portal Phone: (310) 765-7205
Critical	15 Minutes	30 Minutes	60 Minutes	
Important	15 Minutes	30 Minutes	120 Minutes	
Normal	15 Minutes	30 Minutes	240 Minutes	
Scheduled	60 Minutes	4 Hours	N/A	
Outside Control	N/A	N/A	N/A	

IT's in our nature

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ORION PLAN				
Monitoring Hours	24/7 x 365 Days a year			
Service Desk Hours	Monday – Friday 8am-5pm PST			
	Response	Plan	Resolution	Service Requests methods
Service Targets	90%	80%	70%	Email: help@divergeit.com
Critical	15 Minutes	30 Minutes	60 Minutes	Portal: http://portal.divergeit.com
Important	15 Minutes	30 Minutes	120 Minutes	Instant Message: Desktop Support Portal
Normal	15 Minutes	30 Minutes	240 Minutes	Phone: (310) 765-7205
Scheduled	60 Minutes	4 Hours	N/A	
Outside Control	N/A	N/A	N/A	
CSAT Target	90%			

DEFENITIONS

1. Managed Computer: A Computer is a machine without a Server Operating System that has our remote management & monitoring software (Agent) installed on it or a device that can be remotely connected to through our screen sharing system. Computer counts for services are captured once per month and the computer has been turned on at least once that month.
2. Managed Server: A Server is a machine with a Server Operating System that has our remote management & monitoring software (Agent) installed on it or a device that can be remotely connected to through our screen sharing system. Server counts for services are captured once per month and the Server has been turned on at least once that month.
3. Managed Network Device: A Network Device is a switch, firewall, or router that is identified by our remote management & monitoring software that can be remotely connected to through our remote access system. Device counts for services are captured once per month per device that has been turned on at least once that month.
4. Managed User: A User identification (User) is a logical entity used to identify a user on a software, local system, cloud system, Active Directory or within the IT environment. It is used within any IT enabled system to identify and distinguish between the users who access or use it. A user may also be termed as username or user identifier and does not necessarily represent a single employee. User counts for services are captured once per month and is based on the greatest number of users by any single system.
5. Managed Service & Shared Account: A User identification (User) is a logical entity used to identify a user on a software, local system, cloud system, Active Directory or within the IT environment. It is used within any IT enabled system to identify and distinguish between the users who access or use it. A Shared Account is a user that must be accessed by multiple Managed Users to perform shared & related IT tasks. All users that access a shared account must be a Managed User. A Service Account is an account dedicated to a software or system that is not accessed by a single Managed User, employee or person. User counts for shared & services accounts are captured once per month.
6. Onsite & Customer Site Support: Prescheduled onsite work for computer, users, network devices and/or servers within the service hours of this agreement.
7. Incident: an unplanned interruption to an IT service or reduction in the quality of an IT service or a failure of a Configuration Item that has not yet impacted an IT service.
8. Incident Response: A Qualified Service Engineer has been assigned to Incident.
9. Incident Plan: A Qualified Service Engineer has started or scheduled work on the incident.
10. Incident Resolution: The Incident has been resolved.
11. Customer Satisfaction (CSAT) Request: At the completion of an individual's request for service they are provided the opportunity to rate the experience as Positive, Natural or Negative.
12. Incident Impact High: The ability to work has stopped.
13. Incident Impact Medium: The ability to work can continue with workaround.
14. Incident Impact Low: The ability to work can continue.
15. Incident Severity High: All users at the Customer are affected.
16. Incident Severity Medium: More than one user at the Customer is affected.
17. Incident Severity Low: One user at the Customer is affected.
18. Incident Priority 1 (Critical): Incidents that are High Impact, High & Medium Severity.

19. Incident Priority 2 (Important): Incidents that are either High Impact & Low Severity or Medium Impact, High & Medium Severity.
20. Incident Priority 3 (Normal): Incidents that are either Medium Impact & Low Severity or Low Impact, High, Medium & Low Severity.
21. Incident Priority 4 (Scheduled): Incidents that are scheduled for future resolution.
22. Incident Priority 5 (Outside Control): Incidents that are outside of DivergeIT's control.
23. CSAT Formula: The Average Percent Positive Reviews minus the Average Percent Negative Reviews equals the Net CSAT Score for any given period.
24. CSAT Response: The number total number of times an individual response to the customer service request divided by the total number of individual service requests.