



Oakwood Managed Application Services

Client

Submitted by: *Name*

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1 Executive Summary

Oakwood Systems Group (Supplier) is pleased to submit this comprehensive proposal to Client (Client), in support of the Managed Services deployment initiative. Supplier believes this proposal offers superior technical and business services coupled with an unmatched economic value proposition to Client. Supplier has invested extensive time and resources to establish a scalable, reliable and repeatable service delivery model based on the framework published by the Information Technology Infrastructure Library (ITIL®). The ITIL delivery strategy allows for greater understanding of the goals, ensures that the services facilitate the Client's objectives and manages all of the costs and risks associated with those services.

This Applications Managed Services Agreement (AMSA) is predicated on a proven partnership delivering a skilled and experienced team to serve as the Client's primary technical support, interface with Client's Tier I Help Desk and establish relationships / SLAs with 3rd party vendors for ticketing, and resolution of issues.

This AMSA is based on Supplier's interpretation of Client's needs as conveyed during prior Supplier/Client conversations and correspondences.

Supplier understands that Client is looking for a strategic partner to provide the following:

- Comprehensive turn-key system support for their environment.
- The ability to leverage Supplier's depth and breadth of knowledge across the Microsoft suite.
- A mutual framework for a Service Level Agreement to be established.
- Risk mitigation for internal processes.
- Ability to consume Microsoft technology as a high availability service

This AMSA partnership between Supplier and Client will allow Client's IT Organization greater flexibility while maintaining a more current environment, thus providing Client a faster realization on their Microsoft Enterprise Agreement investment. Greater system reliability, uptime, and reporting capabilities will result from the implementation of this AMSA initiative.



2 Managed Services Components

2.1 Managed Services Description

Supplier is committed to building strategic relationships with Client by providing consistent, dependable, high-quality measurable services that effectively enable our customers to fully leverage their IT infrastructure, applications and security investments.

The following components will comprise Supplier's ITIL based Managed Services offering:

- Service Level Management (SLM)
- Capacity Management
- Availability Management
- Event Management

2.2 Service Level Management (SLM)

SLM processes provide the Client with a framework upon which services are defined. Supplier's execution of the Service Level Management processes will facilitate Supplier to more accurately and cost-effectively provision identified levels of service. The following processes will help ensure that Supplier and Client clearly understand their roles and responsibilities.

- Establishing the scope of services, timeliness, hours of operation, recovery aspects, and service performance.
- Implementing SLAs.
- Measuring SLA performance, reporting results and adjusting as necessary.

Supplier's standard and enhanced SLAs provide a set of service delivery metrics for on-time completion of service requests and service availability both of which Supplier strives to meet during the life of the contract agreement; refer to the example located in *Appendix A: Service Level Agreement (SLA)*.

2.3 Capacity Management

Consistent with the ITIL definition, Supplier will deliver Capacity Management services as a set of proactive processes to ensure that the managed infrastructure is optimally provisioned to meet current and projected business requirements in the most cost-effective manner.

Capacity Management activities will include:

- Monitoring, analyzing, tuning, and reporting necessary changes in resource utilization.
- Application sizing to ensure required service levels can be met.
- Storing capacity management data.

Supplier will provide capacity forecast reports on a scheduled basis based on the most relevant and recent historical capacity reports. Growth projection reports for all managed components will be provided.

2.4 Availability Management

Supplier's Managed Service delivery organization will review Client's requirements for application availability with regard to helping ensure the most cost-effective contingency plans are put in place and tested on a regular basis to meet Client's business needs. Availability Management is a critical Supplier service component as it is the lead process in



Component Failure Impact Analysis and Service Outage Analysis initiatives. Availability Management is a crucial aspect in determining causes of problems, analyzing trends, and taking any appropriate actions to keep service availability at levels that meet SLAs.

Availability Management activities will include reactive and proactive service activities:

- **Reactive:**
 - Monitoring, measuring, analysis and management of events, incidents and problems involving service availability to meet SLAs.
 - Determining the cause of availability failures.
- **Proactive:**
 - Planning, designing, recommending, and improving availability.
 - Verifying that proper contingency plans are in place and tested.

2.5 Event Management

Event Management includes monitoring the availability and performance of all managed devices and analyzing event and log data as part of a proactive fault management solution. Supplier will leverage state of the art event and data collection, correlation and analysis in the delivery of our technology-enabled services.

Supplier's proven Event Management processes and services will provide Supplier's service delivery organization and ultimately the Client with the ability to detect events, understand the events, and then decide on an appropriate control activity or action to prevent an incident and/or service interruption. Appropriate activities or actions can include an action to dismiss an event, an action to record an incident, or an action to store the event for additional analysis and correlation. Efficient service operations rely on the timely handling of the multiple activities required to prevent incidents and service outages.

2.6 Supplier's 4R's:

Throughout the course of this service, Supplier will assist Client accomplish the following objectives utilizing our **4R's** process applied to the following components:

1. **Review Tasks:** 24x7x365 monitoring of Client's environment with proactive monitoring of all the following areas; Service Level Management, Capacity Management, Availability Management, Service Continuity Management, Change Management, Service Asset Management, Release and Deployment Management and Event Management. This work is performed on a continual on-going basis.
2. **Run Tasks:** Standard, planned work. This can be estimated and scheduled with high confidence. This work will primarily be done during standard business hours. After hours work should be scheduled as far in advance as possible. Examples of maintenance tasks are outlined in the subsections that follow.
3. **Remediation Tasks:** Remediation of the service to an operational level. This work cannot be estimated or scheduled. This work can happen anytime 24x7.
4. **Result Tasks:** Improvements to the product including enhancements, customer requests and product upgrades. This work can be estimated with high confidence and scheduled with moderate confidence. A majority of this work will be done during business hours, but system upgrades will routinely happen after hours.



2.7 Standard Services Performed for each Managed Services Offering

- Initial On-Site Review / Health Check
- Remote Technical Support (8:00 – 5:00 CST)
- Proactive Monitoring (24 x 7)
- Service Level Response (SLAs)
 - 24 x 7 Response for Critical Events
- Private Portal with live health state view of all managed devices
- Management of tier 2 and 3 incidents and escalations to 3rd Party Providers
- Proactive Fault Resolution
- Remote Diagnostics
- Preventative Maintenance and Patch Management

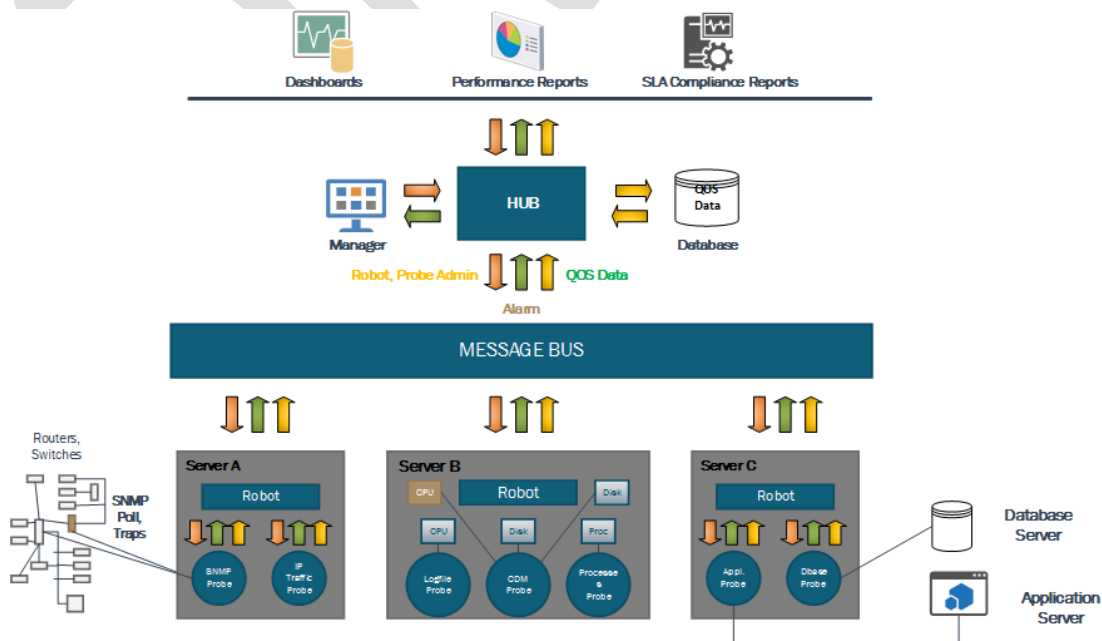
2.8 Supplier’s Monitoring and Ticketing System

Supplier’s Monitoring Service consists of multiple components, including:

- Agents / probes which are deployed to the Client’s infrastructure
- Centralized Monitoring and Dashboard Service
- Ticketing System

Suppliers representative architecture is shown below.

Remote Monitoring Platform Architecture:



Technical Architecture of Remote Monitoring Platform

2.8.1 Ticketing System

As part of the Service, Supplier provides a service desk application that connects the monitored devices / applications and Client's IT Support Services. The Service an ITIL-based service management solution that is available to Clients over the Web. The service lets you provide IT support activities using an ITSM-based platform to log and manage IT service events.

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3 Managed Services Offerings

Insert Offering (s) below by doing “Insert > Object > Text from File (select the appropriate file for the service) and then remove this statement and save file to a new name.

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3.1 Total Pricing for All Services

The table below is a total for all Managed Services under this MSA.

Service Type	Total Monthly Fee	One Time Onboarding Fee	Minimum Monthly Billing
Manged O365	\$0.00	\$0.00	\$1,500.00
Managed Infrastructure	\$0.00	\$0.00	\$0.00
SharePoint Managed Services	\$0.00	\$0.00	\$0.00
Managed SQL Database	\$0.00	\$0.00	\$0.00
Enhanced Service Level Agreement	\$0.00	\$0.00	\$0.00
End User Experience Monitoring	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$0.00	\$1,500.00

Total Pricing for all Services

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4 Managed Services Assumptions

Assumptions are included in this AMSA to clarify Supplier's intent regarding delivery of this solution in addition to providing context for the proposed solution. The following list contains items that Supplier assumed to be true in order to provide time and budget estimates, Supplier's delivery is based on these assumptions. The Service Change Process will address any modifications to scope, budget, and/or timeframe if any assumptions are proven to be incorrect after the AMSA has been initiated.

4.1 MSA Start Date

This MSA service will begin once signed and executed with services being provided within thirty (30) days of signature date; unless another start date is mutually agreed to in writing.

4.2 General Operating Assumptions:

- Client is responsible for all associated licensing.
- Patches, Service Packs and Cumulative updates are provided by Microsoft or approved 3rd Party.
- Client will provide required resources for installation of customer gateway
- Client will provide required network access between supplier's management platform and customer gateway
- Client will provide required administrative access to all managed components
- Client will provide an appropriate test environment which closely resembles production for the testing of updates before they are applied to the production environment.
- Client will provide access to appropriate business and technical Subject Matter Experts (SMEs) as required to deliver services within stated Service Level Agreement (SLA) guidelines defined in Appendix C.
- If incorrect priorities are applied on a recurring basis (i.e. all requests are Priority 1 or false events from Client Applications) then additional fees may apply. Appendix A defines Supplier's SLAs and Priority classifications.
- If an incident occurs within the Client's infrastructure that directly impacts the monitored application and Client fails to remediate the issue, Supplier may reduce the level of monitoring and alerting for related issues.
- Support for platforms / applications not identified within this AMSA are not included.
- Functional support not identified within this AMSA is not included.
- Any system enhancements / development efforts that are estimated by Supplier to exceed the scope of Managed Support Services are not included in this AMSA. In such cases, Supplier may agree to a separate Change Order or Statement of Work (SOW), as appropriate, to be formally signed by both Client and Supplier prior to providing such work.
- If Third Party services are part of this AMSA, Client is responsible for providing compliant components in order to properly access these services. Costs for such components are not included within this AMSA. Appropriate technical specifications can be provided by Supplier upon request, when applicable.
- For Development Services:



- All work will be performed on the environment being managed by Supplier or if a new environment, the new environment will be moved under managed services within 30 days.
- Client will open a Service Request Ticket stating requirements
- Supplier will review the request, validate requirements, and then provide an estimate to complete the request
- Client will then provide the approval to start the work
- The client will agree to a pre-determined scope of the work to be done. Any issues found during the process of implementing requested work or outside the stated scope of work will be reevaluated which may result in a change of scope request.
- Client understands that during an engagement, if it is found that the underlying infrastructure is the cause of an identified performance issue, Client may be required to resolve the issue in order for Supplier to complete the work as it has been scoped or sign off that the Client acknowledges the issue.
- Client will have applicable 3rd party or Microsoft Premier Support incidents available for all managed applications.
- If written cancellation of this AMSA is received by Supplier AND Third Party services are part of this AMSA supporting Client's data, the following actions are assumed:
 - Client will have up to ninety (90) calendar days to retrieve all their data supported by Third Party service providers and will be responsible for all associated fees required to support Client's data and its access during said period
 - Once all data has been retrieve by Client, Client will notify Supplier in writing that Third Party services can be terminated, at which time Supplier will terminate said services at the earliest possible date
 - Client has the option to extend this data retrieval period in writing under mutual consent of all parties involved; Supplier cannot guarantee Third Party vendor acceptance of such extension requests
 - At Client's option and upon receipt by Supplier of Client's written request, Supplier can attempt to retrieve Client's data from Third Party providers at Supplier's then current Time and Material rates. However, Supplier claims no liability for completeness or usability of the data retrieved. Furthermore, in no event will Supplier be liable to Client for any incidental, indirect, special, or consequential damages, arising out of Client's use or inability to use the data provided by Supplier. Any Third Party fees required to retrieve Client's data will be bore by Client. Supplier will send retrieved data to Client on electronic media via overnight registered mail and this will conclude any and all liability of Supplier.

4.3 General Pricing Assumptions

Changes to the environment can create a triggering event, as defined below, where Client and Supplier need to perform a detailed review of the changes to the environment. These changes may involve a mutually agreed upon increase or decrease to the monthly fee.

Triggering Events	
O365 Managed Service	Any increase or decrease in number of seats, servers or service
Infrastructure	Any increase or decrease in number and / or type of servers



SharePoint Managed Service	Any increase or decrease in number of servers.
SQL Databases or Instances	Any increase or decrease in number of servers / instances (whichever is greater) or support package
Managed Cloud Service	Any increase or decrease in number of workloads or type of workloads
End User Experience Monitoring Service	Any increase or decrease in number of end points or type of monitoring

- Oakwood’s pricing is dependent upon current size and scope of the environment.
- If applicable, Public Cloud Services will be billed on a monthly basis for any resources consumed by the Client for the previous month.
- On boarding fees will be billed on or about thirty (30) days after contract signing.

Client will provide Supplier 30 days’ notice with their intent to increase or decrease the number of servers to be managed by Supplier. Supplier will tabulate the number of servers at the end of each month. Servers added or deleted during the month will be prorated based on the changes requested by the Client. Client will then be billed based on the above criteria at the end of each month.

For Custom Development Services

- The rate(s) shown for Optional Development Services assumes that the work is performed during normal working hours, unless otherwise stated in this SOW. “Normal Working Hours” are defined as Monday – Friday 8:00 AM – 5:00 PM Central Time excluding Client holidays. When Supplier assigned resources are working at Suppliers’ office, “Normal Working Hours” are defined as Monday – Friday 8:00 AM – 5:00 PM Central Time. Work performed outside of these hours, when specifically requested and authorized by the Client in advance, will be billed at the standard “After Hour Rate” of \$225 per hour.
- Client is responsible for the oversight and management of Supplier’s development staff in order to successfully accomplish the identified objectives within the projected timeframe for this engagement. As this is a Time and Material effort, only actual time will be billed.
- Services are performed on a time and materials basis and at the direction of Client for the requested work.
- Support for platforms / applications not managed by Supplier are out of scope.
- Any system enhancements / new development projects that are estimated by Consultant to exceed the scope of Supplier’s Development Services. In such cases, Supplier may agree to a separate Change Request or SOW to be formally signed by both Client and Consultant to provide such work independent of this agreement.
- All work for this SOW will be performed offsite by Consultant resources unless mutually agreed otherwise.
- All support requests will be created using Supplier’s ticketing system through an authorized Client representative with access to said ticketing system.
- Resource availability is by mutual agreement
- Work items entered into the Supplier’s ticketing system constitute authority to do the billable work described and will act as the point of record for work performed and accepted.



- For services performed remotely, Client shall provide:
 - Remote access to the necessary administrative tools and access to Client’s network if required.
 - Software, which is properly configured, licensed, and authorized for use by the Oakwood resource(s) remotely.
 - All technical matter, data, information, and operating supplies, all rights, licenses and permissions in such data and information, as necessary for Supplier to perform its services hereunder.
- A signed and active Applications Managed Services Agreement (AMSA) is in place between Client and Consultant before work can be assigned utilizing this SOW.

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5 Terms and Conditions

This Applications Managed Services Agreement (AMSA) is made a part of the Master Services Agreement, dated **January 31, 2016** (the “Agreement”) between **Client** (“Client”) and Oakwood Systems Group, Inc. (“Supplier”). To the extent that any of the provisions of this AMSA conflict with any of the provisions of the Agreement, the provisions of this AMSA shall prevail. Any terms used in this AMSA shall have the same meaning as defined in the Agreement. Appendices attached to this AMSA are provided for reference only.

Client will be billed for the first month’s service upon completion of onboarding process and each month thereafter until the conclusion of this Managed Service Agreement.

Travel and expenses, if any, are billed on a pass-through basis on top of the AMSA fees noted within. Supplier provides summary billing on a monthly basis. Customized detail billing requests from Client may be charged an administrative fee.

The term of this SOW is **thirty-six (36) month** (Initial Term) and shall automatically renew on a twelve (12) month basis unless and until terminated (Renewal Term). Client must give Supplier sixty (60) days’ notice of intent to not renew contract. Either party may terminate this Agreement due to the other party’s breach of this Agreement. The non-breaching party must notify the breaching party in writing and may terminate this Agreement if such breach is not sufficiently rectified within thirty (30) days thereof. The renewal date is the anniversary date of the agreement. Prior to renewal of the agreement, Supplier has the option to propose a fee adjustment to Client.

Supplier, from time to time, employs Foreign Nationals and may assign those individual resources to deliver your services. If such an assignment would not be desired, Client is to notify the Supplier Representative listed below upon signing this AMSA.

If you have any questions or need further information, please do not hesitate to contact **Dennis Forgy (314) 817-5013** or via email at dforgy@oakwoodsys.com



Client signatory below certifies and represents that he / she is authorized to execute contracts on behalf of Client and to obligate funds and resources on Client's behalf.

IN WITNESS WHEREOF, Client and Supplier have executed this AMSA as of the date recorded with signatures below:

FOR Client:

FOR Oakwood Systems Group, Inc.:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

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Appendix A. Service Level Agreement (SLA)

Escalation and response times for trouble support are set in place based on the priority assigned to the incident during the time of the call. The priority will be assigned by the Client to the Oakwood’s call center based on the incident criteria defined in the table below.

Requests for support are to be formally communicated in a manner which will be provided during the contract initiation process.

SLA Table						
Incident Criteria	Priority	Applies	Standard Response Time	Enhanced Response Time	Resolution Time	Escalation Threshold
Critical Alert	1	7x24/365	Within 1 Hour	Within 15 Minutes	Contingent upon incident	2 Hours
Major Alert	2	8 – 5 M-F CST	Within 4 Hours	Within 1 Hours	Contingent upon incident	4 Hours
Scheduled Support	N/A	8 – 5 M-F CST	As mutually agreed upon	As mutually agreed upon	N/A	N/A

Standard SLAs

