

**Managed IT Services**

FORM ID: C007 v1

This Statement of Work (this “SOW”) is made and entered between the entity you represent, or, if you do not designate an entity in connection with a Statement of Work purchase or renewal, you individually (“Customer”) and Networkitects, Inc. (dba Diggio), a Texas corporation (“Networkitects”). This SOW is governed by the terms and conditions of that certain Master Services Agreement found at <https://diggio.com/legal/> by and between Networkitects and Customer (the “Master Services Agreement”). In the event of any conflict between the terms and conditions set forth in the Master Services Agreement and the terms and conditions set forth in this SOW, the terms and conditions of this SOW shall govern, but only for the purposes of this SOW. In all other respects, the terms and conditions of the Master Services Agreement shall remain in full force and effect.

**Section 1. DEFINITIONS**

1.1 Capitalized terms used but not otherwise defined in this SOW shall have the meanings ascribed to them in the Master Services Agreement.

1.2 For purposes of this SOW, the following terms have the meanings set forth below:

(a) “Device” – any server, workstation, laptop, mobile or electronic equipment that makes use of and/or relates to the Services (as defined below).

(b) “Normal Operating Environment”, or “NOE” – Devices are powered on, connected to the internet and are directly responsive to ping attempts from the router.

(c) “Remote Support” – support delivered via phone, email, or chat by Networkitects Personnel operating at Networkitects offices or at any location of Networkitects’ choosing.

(d) “On-Site Support” – support delivered in-person by Networkitects Personnel located at the Service Address (as defined below) or located at a location that is of the Customer’s choosing.

**Section 2. DESCRIPTION OF SERVICES**

2.1 Networkitects will provide the following Device maintenance and support services (the “Services”) during Regular Service Hours for any device with an active Monthly Base Rate (collectively, the “Covered Devices”). Networkitects, at its sole discretion, will decide whether to perform IT Services at the Service Address (On-Site Support) or off-site (Remote Support).

2.2 All Covered Devices will qualify for the following maintenance services, if applicable to the operating system of the Device. The following maintenance tasks will only operate if customer maintains a Normal Operating Environment for each respective Covered Device. Networkitects shall:

(A) Maintain a hardware inventory.

(B) Maintain Device permissions and rights restrictions per Customer’s instruction.

(C) Provide assistance on budgeting the purchasing cycle of Covered Devices.

(d) Remote screen sharing for assistance configuring existing applications (applications that have previously been billed project fees for installation and setup).

(e) Manage vendor support for applications and/or peripherals of Covered Devices.

(F) Provide antivirus software and license for Windows servers and PCs.

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- (G) Install antivirus updates as necessary to Windows servers and PCs.
- (H) Deploy Windows, iOS, and select 3<sup>rd</sup> party updates and patches to Devices.
- (I) Provide Device health reports via email at Customer's request.
- (J) Defragment the Windows hard drive as Customer's request.
- (K) Run tools to improve PC performance at Customer's request.
- (L) Maintain and troubleshoot file backup and restores tasks, given the Customer purchases separately an approved backup product license to meet the data and retention policies set forth by Customer.
- (m) Subject to availability, provide loaner equipment for up to 15 calendar days free of charge while equipment is being serviced by Networkitects.

2.3 Networkitects shall provide Remote Support for IT problems arising in relation to existing hardware, applications, vendors and peripherals of the Covered Devices (as defined below). All Remote Support provided during Regular Service Hours is included in the Monthly Base Rate as specified in the Proposal and all On-Site Support will be billed at the Current Hourly Rates.

2.4 Any project work relating to new services, hardware, applications, users or peripherals will be billed at the Current Hourly Rates defined, regardless of whether these services are delivered as On-Site Support or Remote Support.

### **Section 3. SERVICE LEVEL AGREEMENT**

3.1 In support of the services outlined in this SOW, Networkitects will respond to incidents and/or requests submitted by the Customer via phone or email within the following time frames during Regular Service Hours. Requests for support will be fulfilled based on priorities (Critical, High, Medium, and Normal) which are determined by urgency and level of impact.

3.2 The "Response Time" is defined as a good faith effort to communicate with the end user using the contact information provided by that end user. Response may be via phone or voicemail, text message, e-mail, chat or personal visit. The following priorities will define the mandated response time a ticket.

(A) **Priority 1 – Critical.** Catastrophic inability to complete job duties that affects multiple end users. Example: no phone service, no internet service, server failure, network failure, inability to print at all. Response Time: 1 hour

(B) **Priority 2 – High.** Loss of a major job duty. Example: Email not working, personal Device not connected to the network, all print function for a single Device are unavailable, VoIP desk phone not working. Response Time: 2 hours

(C) **Priority 3 – Medium.** There is a problem to be solved, but customer is still functional and has other options available. Example: Desktop printer is not working, but customer has access to departmental printers. VoIP phone working, but voicemail not working. Response Time: 4 hours

(D) **Priority 4 – Normal.** General request for machine setup, application installation, reformat or other tasks that are not time sensitive. Example: User needs help but will not be available for troubleshooting. General requests for VoIP, such as feature changes, phone relocation, adding/changing service, or new phone. New user account setup or delete. Response Time: 8 hours

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3.3 In the event that Networkitects fails to meet the specifications defined above (a) more than 10 times, or (b) on more than 20% of tickets in a calendar month, whichever is greater, this SOW is eligible for immediate termination. Should the Customer wish to terminate services pursuant to a breach in this manner, notice must be provided, in writing, within 30 calendar days of the breach.

**Section 4. SERVICE ADDRESS**

On-Site visits will incur additional fees at the rate of \$1.00/mile.

**Section 5. PROJECT OWNER**

The Project Owner with respect to this SOW shall be the person, individually, who's signature on the Diggio proposal effected this SOW (the "Proposal").

**Section 6. TERM**

6.1 This SOW shall commence on the date of the last signature on the Proposal, unless earlier terminated pursuant to the Master Services Agreement. The term shall proceed as specified in the Proposal beginning the date Services are first billed, after which the term will automatically renew for additional successive 30- day periods unless either party gives the other party at least 30 days written notice of non-renewal prior to the end of the then-current term.

6.2 Customer may request, in writing, the removal or addition of equipment at any time, given the total number of Covered Devices does not fall below the number specified in the Proposal during a then-current term. Any changes to the Covered Devices must be countersigned by Networkitects and will be effective upon execution. Should the new Covered Device count be outside of the limits set forth in the Proposal, new pricing must be negotiated and accepted by both parties. Please submit all requests to support@diggio.com.

6.3 In the event Networkitects terminates this SOW prior to the end of the then-current term of this SOW pursuant to Section 3.2 of the Master Services Agreement, Customer shall promptly, and in any event within fifteen days following the date of such termination, pay Networkitects an early termination fee equal to an amount equal to the Monthly Base Rate payable for the remainder of the then-current term, in addition to any other amounts set forth in Section 3 of the Master Services Agreement.

**Section 7. FEES AND PRICING**

Customer shall be bound by the terms and pricing as stated in the Proposal.