



All Information Services, Inc.
1815 S. Meyers Road, Suite 820
Oakbrook Terrace, Illinois 60181
Phone (708) 352-7050 | Fax (708) 469-2559

Name:	City of Crest Hill	Date:	11/16/2022
Address:	1610 Plainfield Rd	Site Telephone Number:	815-741-5100
City, State, Zip:	Crest Hill, IL 60403	Agreement No.:	
Site Contact:	Jim Marino		

MANAGED SERVICES AGREEMENT

All Information Services, Inc. (AIS) and CLIENT (CLIENT) agree as follows:

- SERVICE.** AIS will provide Managed Services ("Service") as itemized for CLIENT location(s) in Schedule B per the specifications outlined in all Schedule's and Addendums of this Agreement.
- SERVICE, SITE, TERM, AND CHARGE.** Consultant shall provide Services in Schedule A at the Service Site(s) commencing on the date of implementation. The charge for recurring Services during the term shall be subject to periodic auditing of quantities and will be adjusted and is payable monthly in advance, plus any applicable taxes. These quantities are outlined in the budgetary proposal in Schedule E. This agreement will be effective 11/11/2022. Please note that services will not be implemented until payment is received on invoice for current month services.
- REGULAR SERVICE.** Repair personnel as are required shall either remotely address or be physically dispatched to the Service Site(s) within the response times indicated in Schedule D of the Agreement for the CLIENT's request for Regular Service, Sunday through Saturday, between 12am to 11:59pm local time, except when CLIENT's request is made on, or on a day preceding an AIS holiday. When the CLIENT's request is made on, or a day preceding, an AIS holiday, repair personnel shall be dispatched to the Service Site(s) on AIS's next normal workday.
- EMERGENCY SERVICE.** AIS shall perform emergency Service promptly without regard to the time of day or the day of the week, including holidays, and repair personnel as are required shall either be dispatched remotely or physically to the Service Site(s) as specified in Schedule B.
- CONDITION OF SERVICE.** AIS's obligation to perform Service is conditioned upon the covered Equipment not having been altered or repaired by any party other than AIS, without AIS's written consent, and the malfunction not being the result of mishandling, abuse, misuse or improper storage/environmental conditions, installation, maintenance, or operation by other than AIS (including use in conjunction with equipment electronically or mechanically incompatible) and upon the Equipment not having been damaged by fire, water, explosion, power failure, any act of God, or by any other cause whatsoever. Any Service performed as a result of these conditions are deemed out of scope and will be billed as out of scope according to Schedule B.
- OVERAGES.** Work performed by AIS beyond the agreed blocks, will be considered Overages. Overages will be billed at tiered rates per Schedule C.
- TRAVEL.** Travel will NOT be billed for day-to-day support outside of projects.
- PROJECTS.** Upon CLIENT's request and/or approval, AIS shall perform the installation of additions to the Services. These will be treated as projects and Travel will be decided on a case-by-case basis beforehand. Projects are moves, additions or changes to the current environment as new additions to the current services. The charges for Additional Services require a down payment to start work.
- THIRD PARTY EQUIPMENT:** The decision to acquire hardware, software (in any form), supplies or service from parties other than AIS (Third Party Equipment) is CLIENT's decision, even if AIS aids CLIENT to identify, evaluate or select them. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AIS IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS LIABILITY FOR, PERFORMANCE OR QUALITY OF THIRD PARTY EQUIPMENT OR THEIR SUPPLIERS, AND THEIR FAILURE WILL NOT AFFECT CLIENT'S OBLIGATIONS TO AIS. Any claim that CLIENT has a connection with Third Party Equipment and any remedies for such claim shall be made by CLIENT against the supplier of such Third Party Equipment.
- FORCEMAJEURE.** AIS shall have no liability for delays, failure in performance or damages due to fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or

military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or causes beyond AIS's control whether or not similar to the foregoing.

11. **NON-SOLICITATION.** CLIENT acknowledges that AIS has a legitimate and reasonable desire to retain its personnel and enjoy the benefit of AIS's investment in its personnel. During the course of this Agreement, and for eighteen (18) months subsequent to the termination of this Agreement, CLIENT is prohibited from recruiting AIS Employees for hire or offering assistance in possible recruitment of AIS Employees. Violation of this clause will result in legal action and potential litigation of the CLIENT. Such injunctive relief will in no way limit AIS's rights to obtain other remedies available under applicable law, including, but not limited to, compensatory and punitive damages.
12. **REMEDIES AND LIMITATION OF LIABILITY.** In the event of any material breach of this Contract by AIS which shall continue for fifteen (15) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to AIS by CLIENT, CLIENT's sole and exclusive remedy shall be to terminate this Agreement without penalty by providing written notice thereof to AIS. In the event CLIENT fails to pay the charge for Service or Additional Services when due, AIS shall have the right to suspend its performance under this Agreement upon providing verbal or written notice thereof to Buyer and/or to terminate this Agreement if CLIENT has not paid AIS all amounts due within five (5) days of AIS's written notice thereof. In the event this Agreement is terminated by either party, neither party shall have any further obligation to the other party except that AIS shall refund to CLIENT any portion of the charge paid for Service for the period subsequent to the effective date of termination less any amounts then due AIS for Service and/or Additional Services performed prior to such termination. Termination of this Agreement by AIS shall not constitute a waiver by AIS of any amounts due AIS for Service or Additional Services. **THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARE EXCLUDED FROM THIS AGREEMENT AND SHALL NOT APPLY TO THE SECURITY EQUIPMENT AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER PROVIDED BY AIS PURSUANT TO ITS OBLIGATIONS TO PROVIDE SERVICE OR ADDITIONAL SERVICES OR TO ANY SERVICE OR ADDITIONAL SERVICES PERFORMED UNDER THIS AGREEMENT. IN NO EVENT WILL AIS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. AIS'S OBLIGATION AND CLIENT'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT AIS PROVIDES MALFUNCTIONING SECURITY EQUIPMENT IS TO CAUSE AIS TO PERFORM SERVICE ON SUCH MALFUNCTIONING SECURITY EQUIPMENT. AIS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER FOR ANY BREACH OF THIS AGREEMENT OR FOR ANY ACTION ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT.**
13. **CANCELLATION/TERMINATION.** Cancellation/termination of your Agreement must be submitted in writing. If the service Agreement was pre-paid in whole or in part, you will receive a refund of all prorated monies based on the term. If you fail to perform any material term or condition of this Agreement (e.g., fail to pay any charge when due) and such failure continues for five (5) days after receipt of written notice, you shall be in default and AIS may terminate this Agreement and exercise any available rights.
14. **TERMINATION FOR CAUSE.** Customer may terminate the whole or any part of this Agreement, by written notice of default to Vendor, in any one of the following circumstances:
 - a. If Vendor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by Customer.
 - b. If Vendor so fails to make progress as to endanger performance of this Agreement in accordance with its terms.
 - c. If Vendor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if Vendor does not cure such failure within a period of ten (10) days after written notice of default by Customer.
 - d. If the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof.

Upon termination, Customer may procure, upon such terms as it shall deem appropriate, services similar to those so terminated. Vendor shall continue performance of this Agreement to the extent not terminated.

15. **DISPUTES.** A. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, related directly or indirectly to this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section 13. B. If a Dispute arises, the parties will endeavor to resolve the dispute through good faith negotiation within forty-five days (45) of notification of the Dispute. If the Dispute cannot be settled through good faith negotiation, AIS and CLIENT will submit the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") or any other mutually acceptable alternate dispute resolution organization. Each party shall bear its own expenses but those related to the compensation of the mediator shall be borne equally. The parties, their representatives, other participants and the arbitrator shall hold the existence, content and result of arbitration.
16. **GENERAL.** CLIENT may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of AIS. This Agreement constitutes the entire understanding between AIS and CLIENT with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this Agreement requested either by CLIENT or AIS might only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be constituted as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

17. **ELECTRONIC DOCUMENTS:** The parties agree that they may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

Notices and other communications, such as addendums, shall be transmitted via email with 'return receipt' option or in writing by certified U.S. Mail, postage prepaid, return receipt requested, addressed to the parties as follows and shall be deemed effective four (4) days after the date of mailing:

If to AIS, to: All Information Services, Inc.
1815 South Meyers Road, Suite 820
Oakbrook Terrace, IL 60181
Cory Gibson
cgibson@aislabs.com

If City of Crest Hill to:
City of Crest Hill
1610 Plainfield Rd
Crest Hill, IL 60403
Jim Marino
jmarino@cityofcresthill.com

18. **INDEMNITY:** AIS shall indemnify, defend and hold harmless CLIENT, its advisory board, executive board, individual board members, officers, administrators, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, losses, liabilities, damages and penalties, to the extent arising from any negligent act, willful misconduct, or omission of AIS or any of its employees or subcontractors. In no event will AIS be liable for lost profits, diminution or good will, or any other indirect, incidental, consequential, punitive or other special damages. CLIENT shall indemnify, defend and hold harmless AIS, its individual board members, officers, administrators, employees, agents, representatives, and volunteers from and against any and all claims, demands, causes of action, losses, liabilities, damages and penalties, to the extent arising from any negligent act, willful misconduct or omission of CLIENT or any of its employees or subcontractors. In no event will CLIENT be liable for lost profits, diminution or good will, or any other indirect, incidental, consequential, punitive or other special damages. Each party to be responsible for its own legal and/or court costs.
19. **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT:** Neither party hereto shall in any way or in any form disclose, publicize or advertise in any manner the discussions that gave rise to this Agreement or the discussions, negotiations or terms covered by this Agreement including contract terms and rates, to any third party without the prior written consent of the other party, pursuant to the lawful requirement of a government agency or disclosure is required through operation of law. Legal counsel retained by either party for the purpose of reviewing this Agreement are not considered a third party covered by this non-disclosure paragraph. AIS agrees to sign and abide by CLIENT's confidentiality agreement.
20. **PROTECTED HEALTH INFORMATION:** Without limitation of AIS's obligations under any provisions of this Agreement, AIS acknowledges that in performing its obligations under this Agreement, it is a "business associate" of CLIENT (as the term "business associate" is defined in the regulations promulgated under Title II, Subtitle F, "Administrative Simplification," of the Health Insurance Portability and Accountability Act of 1996, or "HIPAA"). Accordingly, and without limitation of any of its obligations under any other provision of this Agreement, AIS agrees to abide by the Business Associate Agreement annexed hereto as Attachment E, the terms and conditions of which are incorporated herein by reference. If there is a conflict between this Agreement and the Business Associate Agreement, the Business Associate Agreement will control.
21. **FEES, PAYMENT, NET TERMS & COLLECTION**

21.1 FEES

The fees due to AIS for services are set forth in on the invoice referenced in Section 2. Payment for all work performed by AIS in connection with services hereunder shall be made by CLIENT in accordance with the payment schedule set forth as referenced in Section 21.2. AIS shall submit invoices, or other required documentation requesting payment. Except as otherwise provided, or subsequent Addendums, CLIENT shall make payment within the agreed upon terms outlined in Section 21.3 NET TERMS after receipt of an invoice or other required documentation. Any dispute of invoiced charges must occur within the NET TERMS period of receipt. Invoices or other documentation identifying expenses to be reimbursed hereunder shall be accompanied by original receipts evidencing the relevant expenses.

21.2 PAYMENT

Payment for Services rendered are subject to the following Terms and Conditions. In an effort to streamline and simplify the accounting process, we offer the following for all Clients.

21.3 NET TERMS

Any Client desiring NET Terms for payment is required to complete a Business Credit Application and is subject to approval. NET Terms determination will be made based upon CLIENT history and creditworthiness at the sole discretion of AIS. The standard NET Terms for AIS is thirty (30) days.

For any new Client, Interim NET Terms will be offered provided that a valid Credit Card is placed on file pending Credit Application Approval.

Any payment which is delinquent in accordance with the provided NET Terms shall be subject to a 2% Late-Payment Penalty to be applied to the balance at the beginning of each month payment is delinquent.

21.4 COLLECTION

Pursuant to the NET TERMS provided, payment in full is due within the NET TERM period specified. If the Balance Due is unable to be settled by Credit Card Authorization, CLIENT will be notified and will have until Balance reaches sixty (60) post NET TERM due to satisfy payment, otherwise Balance shall be remitted to a Collection Agency of AIS's choosing for settlement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

ALL INFORMATION SERVICES, INC.

City of Crest Hill

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

AIS Managed Services

AIS Managed Services include the following:

Endpoint Management – Endpoint/Server - Monthly

Remote and Onsite Support

AIS shall provide support using block hour multipliers defined in Schedule C and overages.

Anti-virus and Anti-malware Protection

AIS will provide Anti-virus/Malware Protection Software for all servers and desktops. Thin client sessions are not included.

Automated Patch Management

AIS will be providing automated patch management on all Microsoft Systems. AIS will work to ensure that all systems and applications are kept up-to-date and current on all major and minor releases to ensure the reliability and integrity of the systems. Patching that requires AIS interaction outside of the automation used the block hour engagement. Thin client sessions are not included.

Vendor Management

AIS will be providing CLIENT with a way to consolidate and streamline communications with their technology vendors. AIS will work with the CLIENT to obtain all contact and access information so that AIS can work on behalf of the CLIENT to resolve and remediate any issue within our means.

24x7x365 Monitoring and Automated Notification

AIS's Network Operations Center (NOC) will monitor systems and applications covered as part of the Agreement for alarms and will automatically notify AIS via email and phone when it detects an outage, security risk, or other acceptable use policy violation.

Support Management Portal/Remote Access

AIS provides online portals to manage tickets and real-time monitoring upon request. In addition, the online portal enables remote login capabilities to all desktops and servers.

Account Reviews

AIS to lead account reviews. They include progress reports and the monthly audit report of devices.

AIS Managed NMS (Network Monitoring) - Monthly

AIS will provide ongoing network monitoring, to escalate any infrastructure issues that require the attention of CLIENT. AIS will use state-of-the-art software to notify CLIENT and provide detailed reports of the issues and alerts.

**SCHEDULE B
Service Sites**

Headquarters
1610 Plainfield Rd
Crest Hill IL 60403

SCHEDULE C AIS Contract Usage, Rates, Roles

In-Scope Services

CLIENT is entitled to 200 blocks of remote/onsite support. These blocks are used based on the Block Hour Multipliers below

Overages

Any hours performed beyond the 200 block hours will be billed at tiered rates.

Resource	Block Hour Multiplier
Tier 1 Technician – Per Hour	1.0
Tier 2 Technician – Per Hour	1.35
Tier 3 Technician – Per Hour	1.5
Project Management – Per Hour	1.7
Principal Consultant – Per Hour	2.0
After-Hours Work – Per Hour	2.5

Resource	Resource Rate
Tier 1 Technician – Per Hour	\$100.00
Tier 2 Technician – Per Hour	\$135.00
Tier 3 Technician – Per Hour	\$150.00
Project Management – Per Hour	\$170.00
Principal Consultant – Per Hour	\$200.00
After-Hours Work – Per Hour	\$250.00

**SCHEDULE C (Cont.)
AIS Contract Usage, Rates, Roles**

ROLES: Fig. 5	
ROLE	DESCRIPTION
BAT Phone – Emergency Infrastructure Engineer	<ul style="list-style-type: none"> • After-Hours/Holiday Support • Cable Runs • Rack Installation • Monitor Mounting • Conference Room Setup
Consultant/Solutions Architect	<ul style="list-style-type: none"> • Designing a PM Plan • Network Architecture • Virtualization Architecture (Multi-Host, HA/FT, Site-Replication Configuration) • Cloud Architecture (Co-Lo, Hosting, VDI, etc.)
Project Management	<ul style="list-style-type: none"> • New Office Build-Out • New Server Deployment • Projects in general: Vendor, Contractor, Multi-Tech coordination and management
Tier 1 Engineer	<ul style="list-style-type: none"> • HW Replacement • HW Setup • HW/SW Installation
Tier 2 Engineer	<ul style="list-style-type: none"> • Anti-Virus Removal • Backup/Restore • HW/SW Troubleshooting/Repair • Infrastructure Services
Tier 3 Engineer	<ul style="list-style-type: none"> • Network Configuration/Troubleshooting: LAN, WAN, VLAN, VPN, Firewall, etc. • Server Services Configuration/Troubleshooting: AD, Exchange, SQL, etc. • Virtualized Environment Configuration/Troubleshooting • Storage Services Configuration/Troubleshooting: SAN, RAID, NAS, NFS, SMB, iSCSI, Shares, etc.

SCHEDULE D AIS Service Level Objectives and Escalation Procedure

SERVICE LEVEL OBJECTIVES (SLO)

Severity	Description	Acknowledgement	Response Time	Communication Frequency
Critical	Complete impact to productivity or service affecting many or all customer end-users.	30 Minutes (24x7)	1 Hour (24x7)	2 Hours (24x7)
High	Higher impact to productivity or service, multi user impact, multiple services not working.	1 Hour (Business Hours)	4 Hours (Business Hours)	8 Hours (Business Hours)
Medium	Lower impact or individual impact, smaller issues affecting more than 1 person.	8 Hours (Business Hours)	2 Days (Business Hours)	2 Days (Business Hours)
Low	Low impact to productivity or service, or other task that can be scheduled for convenience or preventing a disruption.	2 Days (Business Hours)	3 Days (Business Hours)	3 Days (Business Hours)
Information	No impact to productivity or service, may require additional information from a 3rd party, scheduled task that needs to be planned greater than 5 business days from ticket creation.	2 Days (Business Hours)	4 Days (Business Hours)	N/A

SERVICE REQUEST ESCALATION PROCEDURE

1. **Support request is received**
 2. Client information is identified – including unique user ID
 3. Help desk ticket is created
 4. Issue is identified and documented in help desk system, then routed for Support.
- If issue can be resolved through Tier 1 Support:***
5. Level 1 resolution - issue successfully resolved
 6. Quality control - issue verified as resolved to client's satisfaction
 7. Ticket is closed after complete problem resolution details have been updated in help desk system – email sent to user upon ticket closure.
- If issue cannot be resolved through Tier 1 Support:***
8. Issue is escalated to Tier 2 Support
Issue is qualified to determine if it can be resolved through Tier 2 Support
- If issue can be resolved through Tier 2 Support:***
9. Level 2 resolution - issue successfully resolved
 10. Quality control - issue verified as resolved to client's satisfaction
 11. Ticket is closed after complete problem resolution details have been updated in help desk system – email sent to user upon ticket closure.
- If issue cannot be resolved through Tier 2 Support:***
12. Issue is escalated to Tier 3 Support
Issue is qualified to determine if it can be resolved through Tier 3 Support
- If issue can be resolved through Tier 3 Support:***
13. Level 3 resolution - issue successfully resolved
 14. Quality Control - issue verified as resolved to client's satisfaction
 15. Ticket is closed after complete problem resolution details have been updated in help desk system – email sent to user upon ticket closure.
- If issue cannot be resolved through Tier 3 Support:***
16. IT Manager Decision Point – request is updated with complete details of all activity performed and routed to the Network Operations Center upon client approval.
 17. Network Operations Center resolution - issue successfully resolved.
 18. Quality control - issue verified as resolved to client's satisfaction
 19. Ticket is closed after complete problem resolution details have been updated in help desk system – email sent to user upon ticket closure.

Crest Hill - General Support

Engagement Scope of Work For:

Customer	City of Crest Hill
Engagement	Crest Hill - General Support
Effective Date	11-09-2022
Created By	Eric Montgomery
Version	1.0

Proposal Outline

All Information Services, Inc. (AIS) appreciates the opportunity to provide your organization with the following technology solutions proposal. It has been designed to meet your operating requirements with engagements structured to properly set and manage expectations.

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Scope of Work

Engagement Overview

Provider will provide resources for the duration of the project in which Engineers, Consultant, or Project Manager will assist with various IT tasks outlined this Project Scope. During this time, the Engineers, Consultant, or Project Manager will work closely with Customer staff.

Labor Details

IT Project Management	\$850.00
<ul style="list-style-type: none"> Standard Project Management - 5 Hours 	
Endpoint Management	\$2,302.50
<ul style="list-style-type: none"> Standard Implementation - 57 Users Server Endpoint Management - 13 Servers 	
AIS Managed NMS	\$1,600.00
<ul style="list-style-type: none"> Baseline Implementation - 1 Project 	
General IT Support	\$1,500.00
<ul style="list-style-type: none"> Block Hours - One-Time - 15 Block Hours – On Boarding 	

Bill of Materials/Services

Seller will provide the following Services and list of Materials Equipment

Monthly Materials/Services	Unit Price	QTY	Subtotal
Endpoint Management - Per Server	\$99.00	13	\$1,287.00
Endpoint Management - Endpoint User	\$9.00	57	\$513.00
AIS Managed NMS - (Per Device) 1-299 Devices Monthly	\$10.00	6	\$60.00
Managed Services - Blocks Included	\$100.00	200	\$20,000.00
Total (Less Tax)			\$21,860.00

Provider Responsibilities

Provider is responsible for the following:

- Discovery
 - Requirements Gathering
 - Kickoff Call
 - Identify Service Accounts
- Planning
 - Project Management
- Implementation
 - Portal Configuration
 - Deploy MSI Agent - Servers
 - Removal of Existing RMM/AV
 - NMS Configuration
 - NMS Deployment
 - Complete Ad-Hoc support requests
 - Change Administrator Passwords
 - Portal Configuration
- Validation
 - Setup Standard Alerts
 - Complete Testing Plan
 - Review block hour usage
- Closing
 - Update Environment Documentation
- Recurring - Monthly
- Recurring - Quarterly
- Recurring - Ongoing/As-Needed

Customer Responsibilities

Customer is responsible for the following:

- Discovery
 - Provide all Customer Required Documentation
 - Identify Specific Monitoring Needs
 - Provide all necessary access credentials
- Implementation
 - Submit Ad-Hoc support requests

Project Assumptions

- Endpoint Management will be implemented on all devices at the same time. Existing RMM software does not require password to be removed.

Out of Scope

Tasks outside this SOW include, but are not limited to:

- Any work not explicitly stated in the SOW is considered not in scope and may require a change order.
- Devices that cannot have SNMP enabled

Engagement Summary

Engagement Summary	
Implementation Labor Total	\$6,252.50
Monthly Recurring Total	\$21,860.00

Service Fees - Milestones

Project Milestones	Fees
Implementation – Signed SOW (Less Tax)	\$3,126.25
Implementation – Project Completion (Less Tax)	\$3,126.25
Grand Total (Less Tax)	\$6,252.50

Services Fees will be calculated according to the Engagement Service Fee Tables. Down Payment amount is the sum of the one-time and first period of recurring amounts listed in the Engagement Pricing Summary. Quote pricing is valid until 12/09/2022.

To approve this proposal and the Scope of Work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact billing@aislabs.com for alternate forms of payment.

if an invoice is required for this down-payment, please let us know. Once AIS receives the signed copy and the down-payment are received, work will begin.

Authorizing Name: Jim MARINO
 Authorizing Signature: Jim Marino
 Date: 11/10/22
 Client PO (Optional): _____

Terms and Conditions

Fixed Price

Resource	Resource Rate
Tier 1 Technician – Per Hour	\$100.00
Tier 2 Technician – Per Hour	\$135.00
Tier 3 Technician – Per Hour	\$150.00
Project Management – Per Hour	\$170.00
Principal Consultant – Per Hour	\$200.00
After-Hours Work – Per Hour	\$250.00

Fixed Price Engagement is based upon:

- Hours are Billed in quarter-hour 0.25 increments for any and all time worked by provider
- Hourly Rate for each resource is outlined as follows for remote and on-site services performed 8:30AM-5PM Central Time Zone on business days:
- On-site visits to locations within fifty(50) miles of Provider offices are to be scheduled in eight(8) hour increments inclusive of travel time
- On-site visits to locations more than fifty(50) miles of Provider office will require Out of Scope Travel Expenses
- Provider will follow up with client on status and upcoming requests at least monthly and Hours will be Billed accordingly

General Terms and Conditions

All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which are out of scope and not listed in this scope will be executed, procured, and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

Engagement Kickoff Meeting will be scheduled within five (5) business days of receiving the required Down-Payment or Purchase Order. Project Work Start will be at least two (2) weeks from date of Project Kickoff.

Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT.' Any Service Fees that are marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

Monthly blocks hours will rollover up to one month and then expire.

Additional Terms and Conditions are listed here: <https://aislabs.com/pricing/terms-conditions/>