# Managed Services Overview

## Managed Services (MSA) Objective Summary

XXXXXXX hereinafter also referred to as ‘client’, in the interests of improving their overall network reliability and availability has approached Blackstone Networks to provide managed services including maintenance and necessary support for the installed equipment and/or services listed herein. This Managed Services Agreement, herein referred to as MSA, is comprised of all of the elements of the Blackstone Networks’ program.

Client is encouraged to purchase a group of On-Site Care units, (OSCs) to provide pre-paid engineering support for any remote and onsite support which may be excluded from the MSA. OSCs can be purchased at significant discounts over standard rates. When no OSCs have been purchased, Engineering support, remote and onsite, is billed on a Time & Material (T&M) basis at standard rates.

## Incident Management

Blackstone Networks’, Network Operations Center (NOC) focuses on the efficient and timely handling of each incident as it is reported. A record is kept of each incident for reporting purposes, and to provide to the client a report for review with their management. In regards to monitoring, an incident is considered a service, interface, or device which is considered down or unreachable. When a monitoring incident occurs an automated email notification will be sent to an email address or distribution list as specified by the client. As an incident is reported, it is effectively handled and reviewed by our qualified Service Desk to either be directly addressed, or escalated to our Level 2 and Level 3 Engineers who are focused and specialized in resolving the incident at hand. The overarching goal is to return the network infrastructure to nominal operations as soon as possible to help ensure productivity and business continuity for the client’s organization.

Incidents can be reported to the Blackstone NOC via the following methods:

* Automatic ticket generation due to a monitored device triggering an alert
* Toll-free 800 number to the Blackstone Networks Service Desk

Blackstone Networks MSA provides each client with a single touch point to monitor, communicate, and resolve complications with their network infrastructure which reduces overall costs and increases efficiency in communication and delivery.

# Service Level Agreement

**BlackStone Networks MSA**

The Managed Service Agreement (MSA) is designed for those organizations that can have very minimal to no network outages and network availability is a critical component of the business. Managed Service clients enjoy priority scheduling and service coverage 365 days a year, 24 hours a day, for all devices and services specified in this MSA. MSA clients receive nearly immediate engagement from the

Blackstone Networks team, access to the night and weekend on-call team, a dedicated problem escalation process and other benefits. Specific devices and/or Servers, Applications, and Circuits under this agreement are defined in *Appendix A.* The SLA (Service Level Agreement) that the Blackstone Networks Team will perform to is as defined below. The SLA describes the response time, the process for non-covered response, and other related client expectations that will be supported.

## Maintenance

Managed Service of equipment and/or services:

* Device images and application patches or upgrades will be reviewed on a Quarterly basis for devices, applications, or services listed in *Appendix A*
  + Images, patches, or upgrades will be installed upon necessity due to a service malfunction or required security enhancement and will be installed remotely/onsite and scheduled in conjunction with the client

## Management

Managed Service of equipment and/or services:

* Service requests not relating to the devices, services, and/or applications defined in *Appendix A* will be billed at T&M established rates (or OSCs will be applied)
  + Requests will be authorized by the client before Blackstone Networks proceeds

### Onsite Remote Break-fix Support

* + Devices, services, circuits, and/or applications supported are defined in *Appendix A*
  + Remote/Onsite break-fix service requests are limited to (2) per month
    - Additional remote break fix requests will be billed upon established T&M rates (or OSCs applied)
  + Response and resolution time will be in accordance with the assigned priority level

## Reporting

Managed Service Reporting Services:

* + Quarterly Summarization Reports provided via email to include:
    - Trouble Ticket Summary
    - Quarterly Software/OS Upgrade Recommendations
    - Quarterly Device Analysis

# Priority Levels

When a service request is opened, the request may be assigned one of four priorities. Priority 4 is considered the least urgent, while priority 1 is considered the most urgent.

## Summary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Priority** | **Response Time (coverage hours)** | **Resolution Time (coverage hours)** | **Escalation Threshold (coverage hours)** | **Description** |
| 1 | Within 1 hour | Best Effort (Target 4 hours or less) | 4 | Severe Business Impact   * All LAN users affected * All Server segments affected * Critical WAN Site down (complete site failure) * Critical Voice/Video Application failure, all users affected * Level 1 Monitoring Alarm |
| 2 | Within 2 hours | Best Effort (Target 8 hours or less) | 8 | High Business Impact   * Loss/Degradation of Campus LAN affecting more than 50% of users * Loss/Degradation of Campus LAN affecting identified VIP users * Domestic WAN Site Down (Remote, Non-Core) * International WAN Site Down (Remote, Non-Core) * Voice/Video Application failure, affecting more than 50% of users * Level 2 Monitoring Alarm |
| 3 | Within 12 hours | Best Effort (Target 12 hours or less) | 12 | Business Impact   * Some network functionality is lost or degraded   + Loss of Redundancy   + Moderate LAN Performance Impacted   + Loss/Degradation of Campus LAN affecting less than 50% of users * Domestic WAN Site Degraded (Remote, Non-Core) * International WAN Site Degraded (Remote, Non-Core) * Voice/Video Application failure, affecting less than 50% of users * Significant Service Request (MAC) affecting critical network infrastructure * Level 3 Monitoring Alarm |
| 4 | Within 24 hours | Best Effort | 24 | Functional Query, Fault or Update   * Minor network functionality is lost or degraded * Loss/Degradation of LAN affecting one, or just a few, users * General Service Request (MAC) * Level 4 Monitoring Alarm |

## 3.2 Response/Resolution Time

Request must be acknowledged and engaged according to the specifications in the MSA Level section listed above. Request must be resolved, incident isolated, and/or vendor support case opened (if applicable) within Resolution Time coverage hours of Blackstone Networks response. The request will be escalated to Blackstone Networks management if not resolved within the required hours.

In the event that hardware replacement is necessary, hardware procurement will be dependent on client’s previously selected vendor warranty coverage of the identified hardware. The hardware will be preconfigured and sent to the location via agreed upon shipping carrier for a scheduled replacement and turn up during coverage hours.

# Services

### Services

During the Term of this MSA, and provided that Client remains in material compliance with its obligations hereunder, Blackstone Networks, or an affiliate, shall provide information technology monitoring, maintenance, and/or management services for and on behalf of Client. Blackstone Networks, or an affiliate, will also provide remote and onsite support as specified in the. MSA includes the following optional services:

1. **Core – Pricing based on number of devices/users Time & Materials**

* Managed Anti-Virus
  + Integrated AV Deployment
  + AV Monitoring
  + AV Updates
  + Threat/Status Reporting
* Managed Patches
  + Windows Patch Management
  + 3rd Party Management
  + Patch Reporting
* Managed Backup
  + Servers
  + Workstations
  + Integrated Backup Management
  + Backup Management & Monitoring
  + Capacity/Status Reporting
  + Offsite storage to secure site
* Managed Mobile
  + Mobile Management Support and Reporting
* Service Desk Management
  + Unlimited Help Desk Management
* Managed Audit
  + Vulnerability and PCI/Compliance Scans

1. **Proactive -** **Pricing based on number of devices/users Monthly Contract or Prepaid OSC’s**

* **Server**
  + Advanced Performance Monitoring
  + Key Application Management
  + Scheduled Preventive Maintenance
  + License & Asset Management
  + Managed Anti-Virus
  + Additional Support Billed at T&M rates or OSC Units
* **Network**
  + Quarterly Network Health Review
  + Firewall Management and Maintenance
  + Router Monitoring
  + Switch Monitoring
  + Additional Support Billed at T&M rates or OSC Units
* **Proactive Options**
  + Managed Server Backup
  + Managed Workstation Backup
  + Managed Mobile
  + Managed Audit
* **Billable Services**
  + End User Support (Help Desk)
  + On-Site & Remote Support
  + Moves, Adds, Changes
  + Project Planning
  + Upgrades & Hardware
  + After Hours & Weekend Support

1. **Fully Managed - Pricing based on number of devices/users Monthly Contract**

* **Server**
  + Advanced Performance Monitoring
  + Configuration Management
  + Key Application Maintenance
  + OS & 3rd Party Patch Management
  + Real Time Server Optimization
  + Scheduled Preventive Maintenance
  + License & Asset Management
  + Managed Anti-Virus
  + 8 Hours/Month On-site Remote Support
* Network
  + Firewall Management & Maintenance
  + Router Monitoring
  + Switch Monitoring
  + Unlimited Remote $ On-Site Support
  + Monthly Network Health Review
* Workstations
  + Advanced Performance Monitoring
  + Configuration Management & Enforcement
  + OS & 3rd Party Patch Management
  + Real Time Workstation Optimization
  + Scheduled Preventive Maintenance
  + Managed Anti-Virus
  + Managed Audit
* Managed Options
  + Managed Server Backup
  + Managed Workstation Backup
  + Managed Mobile
  + Managed Audit
* Billable Services
  + Project Planning
  + Upgrades & Hardware

### Exclusions

This MSA includes only those services and equipment set forth in *Appendix A*. It is expressly understood that any and all products and services requested by the Client that are outside of the Services as set forth in *Appendix A* of the MSA are considered out of scope and will be considered “Projects,” and all such Projects shall be quoted and billed separately from the MSA. The provision of equipment and/or services not listed in *Appendix A* at the signing of this MSA, if agreed to by Blackstone Networks, shall result in an adjustment to the Service Fees. Specific exclusions are:

* + Any parts, equipment, and/or software not covered by vendor/manufacturer warranty or support
  + The cost of any parts, equipment, or shipping charges of any kind
  + The cost of providing any software, licensing, or software renewal or upgrades, including any vendor-required upgrade or renewal fees of any kind
  + The cost of any reasonably necessary third party vendor or manufacturer support or incident fees of any kind
  + The cost to bring client’s environment up to minimum standards required for proper implementation and performance of the Services
  + Any hardware and/or software failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors beyond the direct control of Blackstone Networks
  + Service and repair made necessary by the alteration or modification of equipment or the Client environment other than that authorized or performed by Blackstone Networks, including alterations, software installations, or modifications of equipment made by Client’s employees or any other third party
  + Maintenance of application software packages, whether acquired from Blackstone Networks or by any other source unless explicitly set forth in *Appendix A* to this MSA
  + Programming services, including any modification of software code, and application software maintenance unless explicitly set forth in *Appendix A* to this MSA
  + Training services of any kind

## Hours of Service

### Hours of Services

Services outlined herein will be provided to the Client by Blackstone Networks through means according to the MSA specified above. All services qualifying under these conditions, as well as Services that fall outside this scope but agreed to by the Parties will fall under the provisions set forth in this document. Hardware costs of any kind are not covered under the terms of this MSA and, if requested, will be quoted and billed separate from the Service Fees.

### Support and Escalation

Blackstone Networks, or an affiliate, will respond to Client-initiated service requests in accordance with the terms and provisions set forth in this MSA. Service related requests must be opened by Client’s designated contact personnel only. Service requests can be opened via the Ticket System portal, an email to Blackstone Networks’s help desk, or by telephone. Each request will be assigned a number for tracking purposes. The escalation process for resolution of any trouble ticket is set forth in this document.

### Limitation of Liability

In no event shall Blackstone Networks be held liable for indirect, special, incidental, or consequential damages arising out of the performance of the Service or any other reasonably related action or inaction of Blackstone Networks reasonably related to this MSA, including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. Any Blackstone Networks liability shall be limited to a maximum of one (1) month, per occurrence, of the actual amounts paid by the Client to Blackstone Networks for which damages are proved. This is limited to a maximum of four (4) months of credits over a twelve (12) month period.

## Services Support

### Hardware & System Support

In order for Blackstone Networks to provide support, all devices and applications identified in *Appendix A* must be:

* **Covered under a currently active vendor support or maintenance contract**
* **Be of current manufacture, with off-the-shelf replacement parts readily available**
* **Software must genuine, current licensed, and vendor-supported under a standard license agreement**

In the event of any hardware, software, or system not meeting the above requirements, those items will be automatically excluded from eligibility for Services under this MSA.

In the event third party vendor support services are required to resolve any issues related to the provision of the Services, then these actual costs will be passed on to the client after first receiving client’s authorization to involve the third party support services.

### Change Control

In the event of any substantial change to the monitored network, system or business processes by either Party, said Party will notify, in a timely manner, the other Party in advance prior to implementation of any changes if such changes will have an effect on systems or business processes of the other party.

### Client Environment

In order for Blackstone to properly monitor the client’s environment, the client must ensure the following:

* All monitored devices must support and respond to either ICMP and/or SNMP requests, depending on the level of service and the type of monitoring needing to be performed
* All servers identified in *Appendix A* must support agents to be deployed on them to actively monitor their resources and services based on the level of service and the type of monitoring needing to be performed
* Client’s environment must have a currently licensed, vendor-supported hardware firewall between the client’s internal network and any external networks
* Any wireless data traffic in the client’s environment must be secured with a minimum of 128-bit data encryption
* Depending on the type of monitoring service selected, the client’s environment must support either a Site-to-Site VPN connection for active remote monitoring, or must support for a local monitoring server to be installed on the client’s network with internet access for active monitoring

Costs required to bring the client’s environment up to these minimum standards are not included in this MSA

Blackstone Networks, during the process of discovery, may identify issues in the client environment related to these standards. At the client’s request Blackstone will provide quotes for the hardware and professional services needed to remediate their environment to reach these minimums.

### Client Responsibilities

To ensure timely and efficient issue resolution, the client agrees to the following responsibilities for this MSA:

* Provide contact information (contact name, phone number, facility address where services are to be performed, or cell phone when necessary and e-mail address) at the start of service
* Timely access to all equipment and facilities where services will be performed
* Provide remote access to network equipment
* Provide administrator accounts or administrative access to required equipment
* Reasonable workspace to complete services outlined in the above scope of work (when onsite)
* Assistance in resolving issues outside of Blackstone Networks’ direct control
* Provide assistance when required with systems integrated with a cloud based contact center
* Provide assistance when third party providers require involvement
* Provide spare phone pool stock and replacement of stock when pool is depleted
* Provide advance notice of any network changes which may affect devices/services listed in *Appendix A*
* Provide advance notice of any network additions which may affect devices/services listed in *Appendix A*
* Provide advance notice of any topology changes which may affect devices/services listed in *Appendix A*
* Provide timely notice of any site power outages which may affect devices/services listed in *Appendix A*

# Investment

The costs shown below are the fees for an annual MSA. Additional charges may apply for changes to the MSA agreement.

|  |  |
| --- | --- |
| **MANAGED SERVICE AGREEMENT** | **COST** |
| Setup Fees – Nonreoccurring |  |
| Monthly Reoccurring Fees |  |
| Annual Cost (Monthly X 12) |  |
| First Year Total Cost |  |
|  |  |
| Second Year (Annual Cost x .90) |  |
| Third Year (Annual Cost x .80) |  |

**Managed Services Agreement**

**Cost**

Set Up Fees: Non Reoccuring Cost (NRC)

**1,916.80**

**$**

Monthly Reoccuring Cost:

**537.60**

**$**

Annual Cost Total:

**6,451.20**

**$**

Annual Cost Plus NRC Total:

**8,368.00**

**$**

**Out of Scope Support**

**Cost**

**TBD**

**TBD**

|  |  |
| --- | --- |
| **OUT OF SCOPE SUPPORT** | **COST** |
| Prepaid OSC Units (2 Hours of Support, 4 Unit Minimum) | $150 |
| STANDARD TIME & MATERIALS |  |
| Weekdays 9am to 5pm | $175 |
| Weekdays after 5pm | $200 |
| Weekends | $250 |

# Client Acceptance & Authorization

**Signatures below constitute acceptance of the Integrated Managed Services Agreement and authorizes Blackstone Networks to proceed with the Integrated Managed Services Agreement level selected. Furthermore, by signing the representative asserts that he/she is authorized to enter into a binding contract with Blackstone Networks and has read/agreed to the terms and conditions.**

**Managed Services Agreement Set-Up Timeframe: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Managed Services Agreement Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Acknowledged for Client**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client Name & Title**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Client Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Sales Management**

**Blackstone Networks**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Operations Team Member**

**Blackstone Networks**

# Appendix A

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Hostname** | **Model** | **QTY** | **Location** | **Serial #** | **Mgmt IP** | **Smartnet** | **Notes** |
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# Appendix B

## Blackstone Networks Designated Holidays

* New Year’s Day
* Good Friday (half-day)
* Memorial Day
* Independence Day
* Labor Day
* Thanksgiving Day
* Day after Thanksgiving
* Christmas Day

# Appendix C

## Covered Locations

|  |  |
| --- | --- |
| **LOCATION** | **ADDRESS** |
|  |  |