



single point of contact

SPoC Polices and Procedures:

Remote/Onsite Support Policies and Procedures

Each agreement is customize for each client's requirements, but below are general policies and procedures of the tech support, priorities and responsibilities. It specifies the commitment to resolving issues, how we address and resolve issues at SINGLE POINT OF CONTACT.

1. Service Commitment

1.1 Services Provided

SINGLE POINT OF CONTACT will provide Remote/Onsite tech services for clients that sign a monthly or annual contract.

1.1.1 Help Desk Support will be provided by a mid-level help desk administrator.

1.1.2 Server and Network support will be provided by a senior level administrator.

1.2 The Terms and definitions of services

These terms define how we are going to support the infrastructure that we are responsible for:

1. Maintenance – This is the servicing of existing infrastructure, at an operational state. Additional and significant changes are not included in maintenance. Design and changes to the functionality of the infrastructure is also not covered.
2. Administration – This is the administration of the devices, users and group accounts, keeping support records, login information, documentation, log management and review of statistics, and performance information.
3. Upgrades and Updates – This includes installing patches and upgrades on systems on a pre-defined or emergency basis. Minor revision number upgrades are included. Major revision upgrades that do not cause significant change to the environment are also covered. Re-installation and restoration of backups and images for the devices are within scope. Installation and testing on a development environment is also covered. Major revisions that change the functionality of a system or require a migration to a new platform or hardware infrastructure is out of scope. Also out of scope will be hardware and software that is out of warranty and support. We will make a best effort approach to resolve the issue, but after two hours of not resolving the problem, a scope of work will be generated. The Account Manager at their discretion may bring major revision upgrades that change the core functionality, or hardware requirement issues up as a migration, which will require a project.
4. Imaging – This is the capture and storage of all settings, configuration software (including operating system level software) and data that resides on a computer's hard drive, thereby allowing the computer to be fully recovered to its state at the time an image of the hard drive was captured and stored. It can be thought of as the most comprehensive form of data backup and its benefits are rapid recovery of computers which have suffered hardware or software failures, without the need to re-install and patch software by hand. And also the rapid setup and deployment of computers which have a common hardware and software configuration. There are limitations to imaging in addition to the benefits described. Imaging involves software

- expenditure and time to implement and therefore is typically not economical for smaller companies, but, makes perfect sense for medium or larger organizations.
5. User/Desktop Support – This is the provision of services to assist with the troubleshooting and maintenance (patching, updating, restoring performance, cleaning malware , imaging & re-imaging of disks to streamline building or rebuilding of computers) of hardware, software and operating system problems with computers and similar products. Common and industry standard productivity applications (e.g. Microsoft Office) are within scope, however, specialized, customized or custom built software applications are out of scope. It is not a hardware warranty or replacement plan. Hardware replacement is to be covered under a service contract provided by the hardware vendor of the device in question.
 6. Configuration – This includes the changing of configurations on existing devices based on change control procedures. Changing devices to resolve problems and to troubleshoot issues is covered. Rebuilding or changing configuration to change the overall function of the infrastructure is out of scope of MSP configuration.
 7. Documentation – Documentation covers the methods, approaches, and information describing the operation and support of the device or networking component. This covers policies, procedures, and vendor support contracts for supporting and maintaining the IT infrastructure. Network maps, how-to instructions, schedules are covered by documentation.
 8. Misc Terms – Support, troubleshooting and error resolution means that all available resources will be used to return the desktop/laptop/server/network devices/cloud services to a functional state. There is no time limit on problem resolution for devices under support/warranty; a best effort approach will be taken to get the issues resolved. Hot replacement refers to replacing existing hardware with the same hardware, designated as replacement hardware.
 9. Inventory – This is a database of assets that collectively make up the IT infrastructure. It includes software, hardware and software as a service (SaaS) and as a minimum, the following attributes of each item (where applicable): Name, Description, Version, Date installed, IP address, DNS name, Owner, Department, Physical Location, Support Escalation Priority.
 10. Monitoring – Automated probing of systems or services on a specified timed interval including the logging and generation of alerts in the event that alert conditions are met. The probing method use will be either an industry best practice or a specific method as desired by the client.
 11. Run Books – Documented procedures of normal operations, for example: IT support escalation, machine builds, administration of users and groups, employee hire and fire procedures, adding devices, removing devices, backup & restore.
 12. Policies - Do's and Don'ts concerning acceptable operation and use of IT infrastructure.
 13. 3rd Party IT Vendor – A vendor who is a required and integral part of IT Operations for the client. Single Point of Contact will manage the day to day responsibilities of working with 3rd party IT vendors that the IT infrastructure depends upon. This will include, hardware and software vendors, ISP's, SAAS and Service Hosting Carriers.

Pre-Paid Service

Businesses outside of California are required to prepay for services. All support plans will be paid same day. Support will be billed in 15 minute increments.

Onsite Support for T&M Contracts/SOWs

All onsite visits are a two hour minimum. Should Single Point of Contact's tech encounter an issue that is out of his control and is unable to perform the deliverables, a TWO-HOUR MINIMUM will be charged to the client.

After Hours, Weekends and Holidays

Holidays will be billed at double time, weekends and after hours will be billed time and a half. Business hours: Monday through Friday 8A.M. to 6 P.M. PST.

Client's obligation

All equipment is working and functioning and has been maintained to avoid hardware or software issues.

Software

Single Point of Contact will not take any responsibility for software installations that are unsuccessful that is a direct result of a flaw, bug or discrepancy in the software itself. We cannot anticipate properly the behavior of non-standard, beta, newly released and unique software in any environment.

Hardware

Single Point of Contact will not take responsibility for any hardware that does not work as function as advertised or denoted in the product description. We do not guarantee that newly released hardware that has flaws, bugs and discrepancies that prevent us from achieving our goals will work to the level of satisfaction the client is requesting.

Confidential Information

During the course of our relationship it may be necessary for members of our staff to come in contact with information deemed confidential by you. SPOC agrees to use commercially reasonable efforts to maintain in confidence all information of a competitively sensitive or proprietary nature that it receives in connection with the work performed pursuant to this Agreement. Additionally, you agree to take reasonable steps to identify for the benefit of SPOC and its subcontractors and agents any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions will not be construed to apply to (1) information generally available to the public; (2) information released by you generally without restriction; (3) information independently developed or acquired by SPOC or its subcontractors and agents without reliance in any way on other protected information of Client's computer or (4) information approved for the use and disclosure of SPOC or its subcontractors and agents without restriction. Notwithstanding the foregoing restrictions, SPOC and its subcontractors and agents may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for it or them to protect their interest in this Agreement. SPOC will use reasonable efforts to notify Client of any prospective disclosures under the preceding sentence to permit you to obtain reasonable protection for such information in connection with such disclosure. SPOC and its subcontractors and agents will be free to use and employ its and their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of your firm.

Security Credentials

Client acknowledges that Single Point of Contact, Inc. must have access to any and all systems and resources to perform their duties under this agreement. As such, Single Point of Contact, Inc. must have

access to any and all usernames, passwords, and other pertinent security credentials. If access to credentials is denied, CLIENT understands that Single Point of Contact, Inc. may be unable to perform their duties adequately and if such a situation should exist, Single Point of Contact, Inc. will be held harmless and CLIENT will remain bound under the terms of this Agreement.

Governing Law

This Agreement shall be interpreted in its entirety in accordance with the laws of the **San Mateo** County. The parties expressly stipulate that the Superior Court of the County of **San Mateo**, California, or the United States District Court for the District of Northern California are courts of competent jurisdiction for purposes for settling any dispute under this Agreement involving its interpretation or the obligations of a party thereto.

Miscellaneous

Neither party shall, in whole or in part, assign, or otherwise transfer this Agreement, or any right granted hereunder, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement to any subsidiary, affiliate or entity owned or controlled by such party, or pursuant to any merger, consolidation or other reorganization, upon ten (10) days prior written notice to the other party.

Terms for hour(s)purchased

Client has the option to buy blocks of hours. The blocks of hours do not have an expiration. Unused minutes will roll over to the following month.

Managed Services

Client has the option to buy a fixed cost plan. The agreement has business hour options and 24-7 options to offer flexibility. This agreement includes unlimited support, but it has conditions detailed in the contract stipulating that hardware and software must be under warranty and support contracts must be in place.

Liability Insurance

SPOC shall, at its cost and expense, at all times during which services are being performed, maintain in force, for the benefit of Client as well as SPOC, the following insurance:

a) Professional Liability Insurance, covering the professional acts of SPOC in the amount of \$1,000,000.00 per occurrence. The foregoing insurance coverage shall name the Client as an additional insured and be in a form satisfactory to the Client. Such certificates shall be endorsed to provide Client 30 days' prior written notice of any cancellation or restrictive modification of the coverage offered therein.

b) Worker's Compensation Insurance for any and all of SPOC's subcontractors and agents working pursuant to this Agreement in an amount not less than the statutory required minimum.

Indemnification

CLIENT and Single Point of Contact shall at all times indemnify and hold each organization harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the organization may be subjected by reason of any act or omission of subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out

of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of CLIENT or Single Point of Contact.

Compliance With Laws

SPOC, its employees, subcontractors and agents shall comply with all applicable state, federal and local safety regulations while performing services pursuant to this Agreement.

Modification

This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid.

Attorney's Fees

In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

Force Majeure & Malicious Acts

This agreement is designed to cover the support needs of CLIENT during normal operating conditions. Single Point of Contact, Inc. shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.