

Maintenance & Support Contract

Statement of Work Prepared for



Project # 0138890

Version 1.0

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Revision History

Date	Rev	Author	Comments	Reviewers
05/29/2024	R1	Geoffrey Smith	Initial Document	Jane Prescott

Company Information

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1. General Provisions

This Cloud Management Services Schedule (“Services Schedule”) is executed on the date noted below (“Effective Date”) and shall be incorporated into and governed by the terms of the Master Services Agreement (“Agreement”) between Blue Mantis (“Blue Mantis”) and DeKalb County Schools (“Customer”) dated 04/20/2022. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

The following terms shall have the specific meaning set forth below and may be part of or, output from, the Services provided by Blue Mantis as more specifically herein and in any related Service Order.

- CaaS Technology means: Specified hardware, software, automation scripts, Metadata, workflow rules, and configuration items used to deliver Services.
- System Outputs means: Data presented in the form of system generated reports, Metadata, diagrams, alerts, or otherwise accessible through on the CaaS Technology through a programming interface.
- Metadata means: Data relationships, system generated keys and identifiers, analytics, generated by the CaaS Technology.
- Documentation means: Runbooks, Standard Operating Procedures (SOPs), escalation matrices, operational guidebooks, job aids, instructional videos and training material provided by Blue Mantis and associated with the use or support of the CaaS Technology.
- Service Level Agreement means: Committed level of service provided for this Services Schedule.
- Supported Components means: A system, application, service, or device which is identified in and covered by this Services Schedule.
- Support Services means: Technical support services provided by Blue Mantis on Supported Components as particular set forth in this Services Schedule.

Limitations and Assumptions. The Services to be provided by Blue Mantis pursuant to the Agreement and this Services Schedule are specified herein and are subject to and limited by terms herein, including the Customer obligations and project assumptions set forth in the Agreement and Section 5 of this Services Schedule. Blue Mantis will not provide and will have no obligation to provide any services that are not expressly set forth in this Services Schedule.

2. Services and Pricing

2.1.Pricing

Blue Mantis shall provide Customer the Services listed in the matrix below which Services are more particularly described in the detailed Services descriptions below. Items not specifically stated in the descriptions are deemed out of scope and will require a Change Order for inclusion in the Services to be provided by Blue Mantis.

Staff Augmentation			
Service Line	Description	SKU	QTY
Service Management	Service Management, governance and reporting MME	SM-MME	1
Staff Augmentation	Reactive Network, Wireless, Active Directory & VMWare Infrastructure Support	Custom	1
Staff Augmentation	Contact Center & ITSM Function	Custom	1

Service Line	Monthly Fee
Op Management	\$45,000.00
Contract Totals	
Monthly Total	\$45,000.00

*Customer shall pay the noted Fees in accordance with the noted payment schedule and in accordance with the terms of this Agreement.

2.2.Fees and Invoicing Terms

- A. The Services and Fees covered in this Agreement will be invoiced at the beginning of each quarter for the Services to be provided during that quarter. All invoices shall be payable net 21 days from date of invoice.
- B. Blue Mantis' Managed Services billing is based on actual quantities and volumes supported on a quarterly basis. The actual quarterly billing can therefore vary from quarter to quarter with a minimum quarterly billing of 90% of the contracted value. If the monthly variance fluctuates more than 10% in either direction for three consecutive months, Blue Mantis' will work with the client to adjust the scope of services in the form of a mutually agreed upon Change Order.
- C. Requests to add or remove services via support tickets will be accepted as formal approval, and recurring fees will be adjusted in accordance.
- D. The fees charged to Customer set forth in this schedule will increase by a minimum of three percent (3%) per year, or an adjusted rate based on cost-of-living allowance (COLA) or Consumer Price Index (CPI) analysis, effective as of each annual anniversary of the Effective Date. Changes will be communicated to Customer via a Change Order or Renewal Agreement.
- E. The terms, conditions and pricing of this Service offering are valid for thirty (30) days from date of presentation to Customer.
- F. Services on non-supported components: If Services are requested on Customer or third-party components, equipment or applications which are not covered under this Services Schedule and Blue Mantis agrees in writing to provide such Services, Customer will be charged and invoiced on a Time and Materials basis in accordance with our existing supplemental support agreements.

2.3. Term and Commencement of Services

The term of this Services Schedule shall be 3 months from the execution date set forth below (“Effective Date”). The term of this Services Schedule shall be extended and/or renewed in accordance with Section 7 of the Agreement.

2.4. Services Entitlements

If contracted for by Customer and listed in the Services matrix above, Blue Mantis will provide the selected Technical Support Services listed below in accordance with the listed performance guidelines and subject to the notification and incident escalation provisions set forth in Section 4 below.

Blue Mantis will provide the Support Services purchased by Customer under this Services Schedule and any related Service Order(s) or Change Order(s) for each Supported Component listed above. In the case of virtual infrastructure services, each OS instance, including the hypervisor, will be treated as a separate component. The specifications for available Support Services are as follows:

Technical Support Services: Blue Mantis will use its best efforts to provide the Technical Support Services contracted for in pursuant to this Services Schedule. The Infrastructure Monitoring, Infrastructure Monitoring Plus, Infrastructure Management and Infrastructure Application Management are system support services provided by Blue Mantis and its agents, and shall have the following performance guidelines and will be subject to the notification and incident escalation provisions set forth in Section 4 below:

Service Delivery Management (SM-MME, SM-SMB)

- Monthly Operations Meetings
- Quarterly service design sessions
- Annual strategy session
- Standard reporting support

Blue Mantis Reactive Support Augmentation

Includes:

- 7X24 Contact Center function for receiving customer requests for support
- Request receipt response of 2 hours
- Request tracking and reporting in ServiceNow
- Assignment to technical resources within 4 hours
- Time and Materials support per hour for up to 275 hours per month
- Request types in scope include:
 - Break / Fix activities in support of internal IT team
 - Troubleshooting and triaging of stability or performance issues
 - Support for configuration change needs
 - Vendor engagement support where available
- Monthly reporting on support usage

Excludes:

- Support for systems outside of scope of the project activities
- Active monitoring or management services
- File, system or data recovery services
- Onsite response unless assigned to project resources already onsite

- Initiation of vendor support tickets

3. Assumptions and Services Limitations

Customer acknowledges and agrees that in addition to the terms, conditions and limitations set forth in the Agreement, the Services provided for under this Services Schedule are limited and/or conditioned on the following:

- A. Blue Mantis will provide commercially reasonable efforts to support covered software and hardware that is no longer supported by the original manufacturer, software vendor, or agreed upon third party. Absence of usable manufacturer warranty and any out-of-scope activities associated with software and/or hardware will result in best effort, next business day response, and services will be billable on a time and materials basis.
- B. "Moves/Adds/Changes" refers to and includes modifications to existing technology and/or code configurations that would typically be completed by an Administrator without the need for project management, third-party coordination, new hardware components or software upgrades.
 - a. Customer will assign an IT resource or business owner(s) responsible for submitting all move/add/change requests. Blue Mantis is not responsible for creating the content for these change requests. Upon ticket completion, User is responsible for verifying resolution.
 - b. In all cases, a move/add/change request is limited to a single device or platform and must be able to be completed in three (3) hours of work effort and be able to be completed by a Level 2 Engineering resource or below. Move/add/change requests outside of these parameters or that span multiple devices or platforms will be billable.
 - c. Should a request be deemed billable per the definition above, Blue Mantis will inform the IT resource or business owner, and will provide level of effort estimates, hourly rates and next steps to the Customer.
- C. Services only cover specific devices, Services and Supported Component provided for under this Services Schedule. Other issues are not the responsibility of Blue Mantis, and any remediation actions required against non-covered instances are out of scope of the Agreement and are not covered.
- D. Blue Mantis maintains the licenses for any devices, virtual management appliances, or agents installed for purposes of server support. These agents must be removed by the Customer upon termination of the Agreement or the applicable Services Schedule.
- E. Blue Mantis may, at its option, with notification, make changes or substitutions to its service delivery platforms, systems and tools including but not limited to monitoring tools, ticketing systems, portals, anti-virus, anti-malware, anti-spam and other systems and tools. These may include both Customer-facing and non-Customer-facing components.
- F. **The following are specifically excluded from the Services:**
 - i. Recovery of the operating system, other software, and data.
 - ii. Support for network-related problems outside the Supported Components if the problem is determined to be out of scope, Customer will be charged pursuant to a separate Service Order.
 - iii. Any services required due to failure of Customer to incorporate any system fix, repair, patch, or modification provided to the Customer by Blue Mantis.
 - iv. Any services required due to failure of Customer to take avoidance action previously advised by Blue Mantis.
 - v. Any services required to remediate viruses and malware.
 - vi. Support for non-corporate owned authorized or provided devices.
 - vii. End user training, with the exception of training of Customer IT resources on use of Platform.

- viii. System outages which result from interruptions or fluctuations in the delivery of power.

3.1. Assumptions

The following assumptions and conditions were used and relied upon by Blue Mantis in the development of the scope of Services and pricing in this Services Schedule, and to the extent such conditions or assumed facts prove untrue or change due to a cause or action not created or taken by Blue Mantis this Services Schedule and/or the Agreement may require modification as to timing, fees and other specifications which will be set forth in a change order or amendment to this Services Schedule signed by the parties.

Contract Specific Assumptions

- i. Any charges incurred by Blue Mantis, including but not limited to changes to the Call Center, telecommunications charges, or other third-party costs, that are required to meet Customer requirements and related directly to delivery of Services to Customer will be invoiced to Customer. Blue Mantis will obtain Customer approval before incurring any such charges. Delays or outages caused by lack of Customer approval will not be covered by the Agreement.
- ii. Customer will provide Blue Mantis advance notice of maintenance windows or projects that are likely to impact system performance, call volume or call content.
- iii. Blue Mantis support is limited to English speaking users.
- iv. Blue Mantis is not responsible for longer response times in the event of a broad Customer system outage.

General Assumptions:

- v. It is Customer's responsibility to ensure a full working backup of their data and operating environment is created prior to the commencement of any Services. Blue Mantis and its agents shall not be responsible for any lost Customer data.
- vi. Customer will provide the necessary access to building(s), room(s), workspace and computers and network equipment to enable Blue Mantis to provide and complete the above Services.
- vii. Customer will be responsible for providing Blue Mantis with their own Customer user account and password for the duration of the Agreement prior to any Services being performed.
- viii. Blue Mantis reserves the right to replace personnel with resource(s) of at least equal expertise as needed.
- ix. Customer will notify Blue Mantis immediately if any onsite provided resource is not meeting all of the outlined job responsibilities, and Blue Mantis will work to correct and train, or replace resource expeditiously at no additional cost to Customer.
- x. Blue Mantis will have required connectivity to the Customer network for purposes of remote support. Customer will have a continuous Internet connection with adequate bandwidth and reasonable latency.
- xi. Customer's network must also have a static IP address assigned to each Supported Component that is to be monitored pursuant to the Services.
- xii. Customer will provide appropriate resources for the implementation of the necessary on-premises appliances and software, including but not limited to a systems monitoring appliance and monitoring agents.
- xiii. When applicable, Customer must provide Internet Service Provider (ISP) contact account information, and letter of authorization, so that Blue Mantis can communicate on Customer's behalf should the need arise.
- xiv. Customer will provide any available technical information required for startup and support including, when required, available relevant network diagrams, physical and logical, with special emphasis on existing network standards.
- xv. Customer will assign Primary and Secondary contacts for support communications with Blue Mantis.

- xvi. Required inventories of devices and users to be covered under this Agreement will be provided by Customer to Blue Mantis during onboarding of Services (see Attachment A – Equipment and User Inventory).
- xvii. Customer will notify Blue Mantis in writing of all pertinent security, operations, maintenance, configuration, or systems management policies prior to services. Blue Mantis will not be held accountable for compliance to policies or requirements that are not so agreed upon prior to performance of any Services.
- xviii. Third party vendor support operational and warranty agreements required for Blue Mantis support will be validated during the Support Startup Phase.
- xix. Customer will supply and make readily available all third-party software and hardware needed to support the implementation and performance of the Services, including all third party software licenses and media required for supported devices covered by this Services Schedule. Third Party licenses will remain the property and responsibility of Customer.
- xx. All reporting is based upon Blue Mantis standard available reports; customized reports will require custom services at Blue Mantis standard rates. All such custom report services shall be documented by a separate Agreement signed by the parties.
- xxi. For any third party delivered services, Customer is bound to the terms and conditions associated with those third-party services and appended to this Services Schedule.
- xxii. Upon termination of the Services Schedule, Service Order or Statement of Work, Customer has thirty (30) calendar days to obtain digitally stored electronic data from the Blue Mantis Host Network. Thereafter, Customer's data is subject to deletion at Blue Mantis' sole discretion.

4. Services Implementation

4.1. Support Services During Implementation Phase

- A. Blue Mantis will schedule the activation of the Services specified in accordance with the timing required for the Services Commencement Date. Support Services will be provided as practical during this implementation phase.
- B. Blue Mantis will activate the Services through remote activation processes. During the activation process, Blue Mantis and Customer will perform the following specified tasks:
 - i. Customer will identify and document designated primary and secondary contacts.
 - ii. Blue Mantis will identify and document Blue Mantis account team supporting Customer.
 - iii. Review support capabilities and processes with designated Customer contacts.
 - iv. Designated teams will review contracted Services activation project with designated Customer contacts.
 - v. Assess and stabilize any existing Services issues as appropriate, subject to additional charges.
 - vi. Install virtual management appliance and support agents on supported devices as required.
 - vii. Manage Customer monitoring alerts via a "tuning queue" for approximately ten (10) business days. During this period Blue Mantis will respond on a best-effort basis as the monitoring sets are adjusted for maximum effectiveness.
 - viii. Document standard and special operating procedures (SOPs).
- C. Any difference in coverage types, counts and/or devices between this Services Schedule and Customer's actual environment that are uncovered during the implementation phase will be immediately communicated to Customer via Events Notice and added to/removed from the Services Schedule (along with applicable fees).

4.2. Location and Contact Information

Location(s) of Services:

Upon execution of this Services Schedule, Customer will provide a list of physical addresses for the locations where Services will be provided. The addition or removal of sites must be executed via Change Order and may result in an increase in service pricing.

Unless otherwise specifically provided herein, the Services will be performed from the Blue Mantis Remote Network Operation Centers.

5. Services Schedule Authorization

This Services Schedule shall be considered a Statement of Work and as such is incorporated by reference in the Cloud Management Services Agreement executed between Blue Mantis and DeKalb County Schools and dated April 20, 2022. The parties' agreement to and execution of this Services Schedule and the Cloud Management Services Agreement are necessary prior to commencement of Services. In cases where there may be a direct conflict between specific terms of the Agreement and the Services Schedule, the Services Schedule shall prevail.

DeKalb County Schools Authorization	Blue Mantis Authorization
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Contract Term: 3 months	
Purchase Order Number: (If no Purchase Order is indicated, the Project # for this Statement of Work will be used.)	Project Number: Version: 1.0

When agreed to, please sign, date and fax or email to:

Steve Pellicci, Account Manager
 Phone: (207) 475-1886
 Email: steve.pellicci@bluemantis.com

We will sign and return a fully executed copy to you.

6. Attachment A – Equipment and User Inventory

Inventory must include all covered equipment specifications including make, model, serial number, operating system, service coverage per this Agreement.