

# MANAGED SERVICES OPERATING AGREEMENT | THInc. OPS™

THInc. Ops™ is the only Managed IT Service purpose-built to move customers forward along the CIS Controls®. THInc Ops™ consists of a suite of technologies and processes designed to help proactively monitor, maintain, secure, and manage a customer’s IT infrastructure using a subscription-based pricing model.

- Focuses on infrastructure-related CIS Controls® – an Industry Standard Cybersecurity Framework
- Automates best IT practices in the age of constant cybersecurity threats
- Refocuses customer’s energies from IT operations to strategic deployment and delivery of business objectives

Under the THInc Ops™ program, Tech Heads will provide the following services on covered<sup>1</sup> systems and devices under the fixed-fee agreement<sup>2</sup>:

Service	Description <sup>2</sup>	Frequency
Infrastructure and Client Systems Monitoring	Monitoring the health of program-managed systems	Persistent
Infrastructure and Client Systems Maintenance <sup>1</sup>	Delivery of maintenance; scheduled and performed in accordance with manufacturer’s specifications	Daily, Weekly, Monthly, and/or Quarterly
Infrastructure and Client Systems Patching, Including Microsoft and Limited 3rd Party Patching	Automated delivery of system patches for Microsoft operating systems and identified, dedicated 3 <sup>rd</sup> party applications/software	Daily, Weekly, Monthly, and/or Quarterly
Password Management	Dedicated access to Passportal™ for secure credential storage; ability to create additional users and share access to folders in the Company repository	24/7 access (self-service)
Infrastructure and Client Systems Break-Fix Services <sup>3</sup>	Support as required to maintain availability and optimum performance of client systems, includes remediation of alerts	As deemed necessary
Server and Client Systems Anti-Virus and End-Point Protection Software <sup>3,4</sup>	Installation and management of program-defined antivirus on servers and workstations	Persistent
End-User Support <sup>3,5</sup>	Service Desk support for end user-generated requests, account administration and support of Microsoft and common 3 <sup>rd</sup> -party office applications	As requested

<sup>1</sup> Devices identified as “unsupported” will be serviced at T&M.

<sup>2</sup> Details for systems and services can be found in the corresponding Support Matrix (<https://www.techheads.com/thinc-ops-support-matrix/>).

<sup>3</sup> Please note that Tech Heads will endeavor to resolve all issues remotely during established service hours; however, should an onsite visit or after-hours non-critical support be required, additional charges will apply. See Services Rate Sheet (<https://www.techheads.com/services-rate-sheet/>).

<sup>4</sup> Due to the dynamic and continually evolving landscape of global threat vectors, Tech Heads' cybersecurity measures are intended to mitigate the risk of security incidents but should not be construed as a guarantee against all threats.

<sup>5</sup> End-user support is an optional service. Please ensure your pricing proposal accurately reflects your choice before executing.

**Additional Services:** Services outside of the fixed fee program are available at Time & Materials at current rates. See Services Rate Sheet (<https://www.techheads.com/services-rate-sheet/>).

**Terms:** All updates to the Operating Agreement apply to this service offering. Upon execution of this agreement, Company will continue to utilize Tech Heads on a Time & Materials basis, until the onboarding process has been completed. The terms of this Agreement shall control over any conflicting terms in the Terms and Conditions. THInc Ops™ will renew automatically for an additional year unless Tech Heads receives written notice from Company within sixty (60) days of renewal date. Auto-renewal agreements are subject to yearly price increases of up to 15%. In the event of unforeseen business downturn that significantly impacts the number of devices supported, Company agrees to continue with contract at 75% of the remaining contract value. If Company wishes to terminate said contract without sixty (60) days' advance notice, Tech Heads may collect entire remaining contract value at time of contract termination. Company agrees to provide dedicated points of contact for the services provided under this agreement.

**Security Events:** Identified security events, including but not limited to the investigation, remediation, and recovery efforts resulting thereof, will be billed at Time & Materials and are excluded from the services provided under this agreement.

**Pricing:** Pricing is subject to change based on Tech Heads' discovery and analysis of Company's environment, following initial on-boarding. Additional charges will be incurred in accordance with device additions (reflected monthly and addressed during quarterly reviews) and removals (to be reflected and addressed during quarterly reviews), and upon renewal of the Agreement. Pursuant to the Terms & Conditions, all recurring services must be set up for Automated Monthly Payments.

Certain conditions apply to the Monthly per unit pricing. These have been described below.

- List pricing does not detail both associated and un-associated licensing provisions, service charges, complexities, etc. (heretofore described as Program Fees) that make up your total monthly charges on your THInc Ops Agreement.
- Program fees are not reduced based upon and/or following removal of any individual devices on the contract.
- Device/Service Removals will not affect the monthly pricing if a minimum has been applied.
- List prices apply for the initial contract term. Updated pricing will be provided upon annual renewal.