

## SOW # 22-02-14

# Statement of Work

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **BizCom Global, LLC** (“us”, “our”, “we” or “**BizCom**”), and **you**, the entity who signs this document in the signature block below, electronically, or otherwise (“**you**”, “**your**” or “**Client**”). A copy of the Master Services Agreement can be found at <https://bizcomglobal.com/msa>. This SOW is effective as of the latest date of the signatures of the parties below (“Effective Date”).

## SCOPE OF SERVICES

The services described below (collectively, “Services”) will be provided to you under this SOW.

- Microsoft New Commerce Experience Licensing
- Acronis Perception Point Email Protection
- Support escalation ticket management for Microsoft or Acronis Perception Point Services

Support or management services associated with the operation, installation and configuration of services not explicitly defined in the onboarding services or on-going scope are not included in this SOW and when requested will be charged at our then current support services rates, or under other support agreements.

## ONBOARDING SERVICES

The following onboarding services will be performed under this SOW:

- Convert Microsoft Licenses to the Microsoft New Commerce Experience Licensing
- Add admin access in the Acronis Portal for Perception Point Email Protection
- Configure and enable the API and graph connections from Microsoft to Acronis.
- Assist with email protection core configuration.

If deficiencies are discovered during the onboarding process, we will bring those issues to your attention and discuss the impact of the deficiencies on the provision of our monthly services. Please note, unless otherwise expressly stated in this SOW, onboarding-related services do not include the remediation of any issues, errors, or deficiencies (“Issues”), and we cannot guarantee that all Issues will be detected during the onboarding process.

## FEES

There will be no charge for the onboarding services.

The fee schedule is attached and may be multiple separate quotes as Addendum A to this SOW. Quotes are separated based on products that have annual commitments with annual fees, annual commitments with monthly fees and month to month commitments. Only services that have signed quotes will be incorporated as reference to this SOW.

## EXCLUSION FROM SCOPE OF SERVICES

Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by BizCom in writing (by separate SOW or quote):

- Customization of third-party applications, or programming of any kind.
- Cyber review of custom or third-party applications.
- Penetration testing.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.
- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

### Terms for Microsoft 365 and/or Microsoft Azure products:

#### Microsoft Client Terms of Service

I am authorized to bind my company and approve the Microsoft Customer Agreement which can be found at: <https://www.microsoft.com/licensing/docs/customeragreement>

#### Microsoft Delegated Partner Admin

I agree to allow BizCom Global and its Microsoft Indirect Partners that BizCom Global contracts through to be provided Microsoft Delegated Admin authority for my tenant or tenants.

#### Microsoft Global Admin Account

If a Microsoft Delegated Partner Admin Account does not provide the necessary permissions required for BizCom Global to perform operations inside my Microsoft 365 or Microsoft Azure tenant, I authorize BizCom Global to create, if necessary, and use a Global Admin Account.

#### Microsoft Subscription Periods

Microsoft has several subscription periods available:

**Annual commitment paid Annually, and Annual Commitment paid Monthly** subscriptions can be canceled (or have the number of seats on the original order reduced) only within the first 72 hours of the subscription term, with a prorated refund (proration calculated daily). After that initial 72-hour cancellation window, the Client is responsible for the entire term of the subscription commitment regardless of whether it is paid annually or monthly. It is a legal commitment for the annual term and may not be reduced past the 72-hour cancellation window. The pricing is guaranteed for the term of the agreement.

If additional user licenses are required, they can be added at any time during the subscription period and may be co-termed with the original subscription:

- Annual agreements paid annually will be invoiced for the additional licenses (prorated to the beginning of the month the license is added) when added in full for the remaining term of the subscription.
- Annual agreements that are paid monthly will begin to be invoiced from the first day of the month of the addition in which the license has started and will setup as coterminous to the end of the subscription period.

Renewal periods will begin 45 days prior to the subscription end date. During this time, licensing levels may be reviewed and adjusted for the beginning of the new Annual Commitment period. Renewal period ends 10 days prior to the subscription renewal date.

If Client is unsure about committing to an annual term subscription, client can purchase the **month-to-month agreement** and have the flexibility to cancel or reduce seats on a month-to-month basis. The cost for the monthly services could be up to 50% higher and can be quoted upon request.

### **Terms for Acronis Perception Point Email Protection products:**

*This section terms only apply if email security is included in the signed quote(s).*

#### **Perception Point Email Security Client Terms of Service**

I am authorized to bind my company and approve the Perception Point Email Security/ through the Acronis Customer Agreement which can be found at: <https://perception-point.io/end-user-license-agreement/> and <https://www.acronis.com/en-us/support/eula.html>

#### **Acronis Perception Point Admin**

I agree to allow BizCom Global and to be provided Microsoft Delegated Admin authority for my tenant or tenants.

### **ADDITIONAL TERMS (if applicable)**

*These section(s) terms only apply if these services are included in the signed quote(s).*

#### **Remediation**

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

### vCTO, vCIO, vCISO Services

The advice and suggestions provided us in our capacity as a virtual Chief Technology Officer or Chief Information Officer, Chief Information Security Officer will be for your informational and/or educational purposes only. BizCom will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place BizCom on Client's corporate records or accounts. Client may use the names on marketing materials including website upon written request.

### Sample Policies, Procedures.

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

### Penetration Testing; Vulnerability Assessment

If penetration testing or vulnerability assessment services are specifically requested and agreed upon, you understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

### Hosting Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, or engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or

entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to BizCom or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. BizCom shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify us immediately to request the login information be reset or unauthorized access otherwise be prevented. We will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

### IP Addresses

Any IP addresses provided to Client by BizCom during the term of this SOW are managed by BizCom and BizCom or its vendor will retain these IP addresses after termination of this SOW, meaning that they may not be transferred or utilized by Client after termination of this SOW.

### Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at BizCom, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

### Travel Time

If onsite services are provided within your quoted services, we will travel up to 20 minutes from our office to your location at no charge. Time spent traveling beyond 20 minutes (e.g., locations that are beyond 20 minutes from our office, occasions on which traffic conditions extend our drive time beyond 20 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all airfare, tolls, parking fees, hotels and travel per diems, and related expenses that we incur if we provide onsite services to you.

## **AUTHORIZED CONTACT(s)**

In addition to the signatories to this SOW, if client wants to add authorized contacts to their account an email should be sent to their client success manager with the following information

First Name, Last Name ,Email Address Phone #, Decision authority.

## **TERM AND TERMINATION OF THIS SOW**

This SOW shall begin on the later the date of latest signature on the quotes or a future date referenced in the quote herein ("Commencement Date"). The term is 12 months from start date and may not be

cancelled for any reason. This SOW will automatically renew for another 12-month period (if the rates for services are less than a 5% increase) if not formally cancelled in writing by 30 days prior to the expiration of the subscription date at the current subscription levels (original user license counts plus any additional users that were added coterminously).

### ACKNOWLEDGEMENT

By signing quote you are agreeing to this Statement of Work (SOW) you are acknowledging that you have read, understand, and agree to the scope, fees, and terms within this Statement of Work as well as the Master Services Agreement (<https://www.bizcomglobal.com/msa.pdf>) available on our website

*Signature on file on quote.*