

**BridgeConnex Statement of Work
Managed Network Services (MNS) & Network Monitoring Services (NMS)**

1. Introduction

This Statement of Work (SOW) is an appendix to the existing Master Services Agreement between BridgeConnex Communications (“BCX”) and _____ (“Customer”). Terms and Conditions of Service described in that Master Services Agreement are incorporated in this document by reference. This SOW document specifies the scope and schedule of the services delivered to Customer by and on behalf of BCX under the BCX Managed Services offering (“NMS”).

2. Purpose

The purpose of this document is to provide a detailed description of the services delivered to Customer under NMS. As a requirement to start services, this document must be signed by Customer, as well as the acknowledgment of the incorporation of the terms of the BCX Master Services Agreement which can be found online at www.bridgeconnex.com.

3. Scope

This document specifies the scope and schedule of the services delivered to Customer and details the devices/connections to be managed and supported, the services provided for those devices/connections and the delivery schedule for the services under the NMS offering. This document identifies guidelines and procedures for providing support and service to Customer by determining priority, issue resolution and communication of related work activities. It is BridgeConnex’s intention provide tools and support for customers WIDE AREA NETWORK Connections/Carriers identified by client in two fashions. NMS (Monitor-Notify) or MNS (Fully Managed) and for the clarification of this agreement – where Device or Equipment is mentioned it is expected to be treated as a CONNECTION of WAN CPE that is monitored or managed. It is our intent to provide visibility and value to your WAN through monitoring and managing the connections from the customer’s current Internet carriers. A single log in and password will be provided to a management portal that will provide rich reporting and statistics for all connections regardless of carrier or speed or access type. As long as said “Connection has been approved and agreed to by client to be monitored or managed and proper paperwork and process has been followed to ensure BridgeConnex NMS or MNS services proper deployment.

For Customer, **NMS (Network Monitoring Services)** shall be defined as Monitoring, Notification and providing portal access only. NMS includes the following Services:

- 24X7 Monitoring, Alerting and Notification send to clients determined email address.**
- Centralized portal for Reporting on Bandwidth Utilization and uptime statistics**

For Customer, **MNS (Managed Network Services)** shall be defined as Full Management, Monitoring, Notification and providing portal access. MNS includes the following Services:

- 24X7 Monitoring, Alerting and NOC Response and Full Carrier Ticket Management**
- Service Desk Support Management, including Remote Carrier Troubleshooting**
- ISP, Hardware and Support Management**
- Centralized portal for Reporting on Bandwidth Utilization and uptime statistics**
- Carrier Contract, Inventory and SLA Management.**

NOTE: This scope of work is subject to change and modification as needed and without notice.

4. Detailed Scope of Services

4.1 24X7 Management (MNS)

BCX will monitor the supported network devices/connections 24x7 and can review and take action on any alerts based on the priority of the alert and device and agreement.

Customer must provide BridgeConnex an LOA for carrier allowing authority to open tickets on their behalf and also must complete full OBJECT ADD FORM. BridgeConnex will make every effort to test and if determined to be down NOC will open the ticket with the Carrier in question and troubleshoot and escalate as appropriate within the guideline set by the client and BridgeConnex in implementation phase.

NOTE: All Monitoring/Management templates applied to the network devices/connections can be customized by BCX for a charge. Should any new performance or service monitors be desired by Customer, a request should be sent to BCX at support@bridgeconnex.com. BCX will research and include and invoice for them as applicable.

4.1.1 Monitoring – Device Deliverables

NOTE: Monitoring is implemented for covered devices/connections only - not all categories may be included in the service defined by this SOW. Customer must complete OBJECT ADD FORM and open network for SNMP Version 3 or allow installation of Network PROBE on a windows device that is always on. The Probe is recommended for VOIP Applications.

4.1.2 BCX Standard Monitoring Tools

BCX deploys monitoring software and optionally, hardware in addition to customized tools as part of the service. This monitoring capability utilizes standard WMI services and SNMP for data collection.

NOTE: BCX will not leverage any existing tools that are deployed in the customer environment to monitor and manage network devices, unless specifically defined in this SOW.

4.1.3 BCX Monitoring Requirements

Enabling Monitoring during Startup of Services for the covered equipment/connection may require the installation of the NMS on-site manager (Probe) or device managers, at BCX's discretion. The hardware requirements vary depending on size of the network being managed and the specific monitoring technology used. If the requirements are in excess of those listed in this section, those additional requirements are specified in Schedule A. If utilized, the NMS monitoring Probe is to be installed on a dedicated or non-critical Microsoft Windows system connected to the Customer network that is to be monitored. This may be satisfied by running in a virtual environment or in other configurations at BCX's discretion. The system must meet minimum hardware and OS levels described below. Any changes or alternatives must be approved by BCX prior to installation. Those standard monitoring requirements are:

- Hardware: minimum 1.5 GHz CPU (32-bit or 64-bit), 1-4 GB RAM, 10-40 GB Disk space
- Operating Systems: Minimum Windows Server 2008 R2 (32-bit or 64-bit, any version)
- Microsoft SQL Server Express 2005 and Microsoft .NET Framework 2.0 SP1 or higher
- Microsoft Internet Information Server (IIS) version 6 or later, w/ dedicated Website/App Pool
- Microsoft Baseline Security Analyzer
- Microsoft Windows Server Update Services
- Static IP Address
- Internet Explorer 7.0 or later

BCX's ability to maintain a Customer's service level depends upon the proper function of the on-site manager (Probe). This Customer is routinely serviced and upgraded by BCX and therefore the Customer requirements are subject to change.

4.1.4 Standard Monitors (covered devices only - not all categories may be covered)

Managed Switches	Availability, CPU, memory, interface status/errors/discards/port-wise monitoring (server ports only), and device hardware
Routers	Availability, CPU, memory, bandwidth, interface status, interface errors/discards/uptime, port-wise traffic and device hardware
Firewalls	Availability, CPU, memory, uptime, interface status, interface errors, IPsec VPN status, and failover status (in the case of redundancy)
Workstations	Availability, CPU, memory, available disk space, page file usage, device hardware status, performance counters, Windows/Linux/MacOS events, Services status, Authentication, anti-virus, backup status, Network Services, installed software
Wireless Controller/ AP	Availability, interface status, and wireless interface status

NOTE: Standard monitors may differ based on the available SNMP MIBs and other available software services for the specific device model. Monitoring is implemented for covered devices only as specified in Schedule A - not all categories may be included in the service defined by this SOW.

NOTE: Some of the standard monitors may be applied for reporting purposes only and no alerts are generated by these monitors.

The BCX Monitoring Deliverable:

- Alerts will be delivered to Customer
- Customer granted portal access
- Reporting as defined in 4.5
- If Monitoring is specified in conjunction with Support, BCX will manage Alerts in accordance with Section 4.3.

BCX Responsibility: BCX will ensure that the following prerequisites are met by all the managed network devices

- The device is SNMP or WMI enabled
- SNMP traps and syslog messages are configured to be sent to the BCX monitoring service

4.2 Maintenance

4.2.1 Routine Maintenance

Customer will notify BridgeConnex of any routine maintenance on covered network connections that could cause outage alerts and NOC to open tickets on outages from customer initiated maintenance or equipment checks or moves.

4.2.2 Backup of Network Device Configurations

Customer is responsible for any and all back up configurations of covered network devices. Unless that device is provided by BridgeConnex to house the PROBE in which case BridgeConnex shall maintain that device and its backups.

4.3 Support

4.3.1 Remote Troubleshooting and Resolution of Monitoring Alerts under MNS Service.

BCX will remotely troubleshoot and resolve issues or alerts generated from the BCX-applied customized monitoring templates and the devices that are managed by BCX under this agreement in accordance with the specified SLA.

BCX deliverables:

- All alerts will be captured by BCX. As part of the NMS service, BCX will provide monitoring, alerting, ticketing and escalation both internally, and to Customer as required/desired.
- Incoming alerts will be verified to identify false alerts or alerts where no action is required
- Actionable alerts will be ticketed by BCX resources in the BCX on-line ticketing portal.
- Tickets will be escalated for verification, initial analysis and resolution, depending on the level of Service defined in Schedule A.

Any tickets/issues that need to be resolved with 3rd party vendors (excluding ISP related issues) will be escalated to Customer personnel, or the designated BCX vendor technical management resource, depending on the level of Service defined in Schedule A.

Customer Responsibility: Remote access to network devices must be available to the BCX team to facilitate Remote Troubleshooting and Resolve. Additionally, if physical access is required to facilitate Remote Troubleshooting and Resolve, Customer will facilitate the required access with Customer onsite personnel.

4.3.2 Remote Incident Reporting and Troubleshooting

Customer can contact the BCX Service Desk at support@bridgeconnex.com to report problems, inquire on the status of covered maintenance or have tickets created and assigned for action for any circuit billed by BridgeConnex. However all MAC's (moves adds or changes) on circuits that are not billed by BridgeConnex but supported by allConnex should be sent to your allConnex Client Consultant for executions. For all MAC's for all circuits that are not billed by BridgeConnex or are not supported by allConnex those must be directed to the ISP directly. Should you need our assistance for any non-outage related issue for a non-BridgeConnex or non-allConnex carrier related issue: contacts or requests for action (ticket creation, troubleshooting, etc.) outside of Business Hours will be handled in one of the following ways, depending on the support coverage as defined in Schedule A:

- Deferred to the next business day.
- Performed and billable at T&M rates, as defined in Schedule A.

Troubleshooting Tasks included below are initiated by monitoring alerts on customer covered MNS Connections.

- Ticket creation
- Recording, classifying and diagnosing problems
- Analyzing incidents to identify underlying problems (once the incident is handled)
- Verifying that identified solutions address the incident, and if necessary, update SOP solutions
- Updating the ticket with a chronology and the steps taken to remediate the incident

Certain Service Requests are not covered or included in the MNS service. These include requests that are not due to disruption, routine maintenance or needs for troubleshooting; particularly those related to upgrades or other functionality improvements to the Customer environment.

Out of Scope activities include:

- New configurations & migrations
- Custom scripting, such as in Telephony applications or automation of systems tasks
- New provisioning of equipment and/or applications
- New site/device deployment

4.3.3 On-site Troubleshooting

BCX will work with corresponding ISP or underlying Carrier to dispatch technicians, in the case of MNS outages, to Customer premises as required to facilitate troubleshooting on the relating ISP services. BridgeConnex cannot in

any instances control the dispatch of customers ISP Technicians unless ISP Deems it necessary to deploy such resource locally to fix an identified network related issue in that ISP's service realm.

Customer Responsibility: Customer is required to provide access to Customer facilities for the ISP technicians, and other support (access codes, door keys, etc.) as appropriate to enable BCX and ISP to perform on-site troubleshooting and problem resolution tasks. Before the start of services, Customer will provide BCX contact information for Customer personnel and documentation on access to Customer facilities and equipment. If Access is not provided it could lead up to inability for customers ISP to meet SLA pertaining to service provided.

4.3.4 Vendor Support Management

4.3.4.1 ISP/Telecom Vendor Management

BCX will contact the appropriate Customer ISP or Telecom provider in the event of WAN/ Internet/ Telephony issues. BCX will create tickets with the ISP/Telecom vendor and manage the incident as described in Section 4.3 above.

NOTE: Monitoring of Internet/WAN/Telecom interfaces of the device(s) is mandatory for BCX to provide ISP/Telecom Vendor Management.

BCX Deliverable:

To support the key objectives of the Customer SLA, BCX will follow the process defined below as part of the **MNS** (Managed Network Services) delivery model:

- BCX will monitor Internet and Telephony connectivity and call the ISP or Telecom vendor or create an online ticket. BCX will also create a ticket in the BCX portal and escalate the issue within ISP following the standard escalation process
- All ISP/Telecom related issues, such as Internet Down, will be escalated to the ISP or Telecom vendor either by phone call or online ticket creation.
- Conversations with the ISP or Telecom vendor will be updated in the BCX ticket.

Customer Responsibility:

Customer is required to provide the following details to BCX to be recorded before the start of the services:

- Name of the ISP and Telecom vendor(s)
- Location of the ISP and Telecom Connection point(s)
- Bandwidth / service plan details
- Circuit ID
- Service provider member ID
- ISP and Telecom vendor online credentials to create ticket (if that service is available)
- Signed LOA naming BridgeConnex as authorized to manage service and trouble reporting.

Note: We recommend that Customer maintain valid support contracts with Customer ISP and Telecom vendors. It is required that Customer authorize BCX to act on their behalf when coordinating with those entities.

4.3.4.2 Vendor Technical Support Coordination

BCX will contact the respective Vendor's Technical Support if it is identified that a covered network device or software application requires replacement, maintenance or other applicable service.

BCX Deliverable:

- The BCX Service Desk will contact the Vendor's Technical Support Contact on behalf of Customer and get assistance as part of Customer's agreement with that Vendor.
- BCX will facilitate opening of a ticket/case on the incident with the Vendor, and will also open a ticket within the BCX Ticketing system.
- The applicable SLAs are as applied by Vendor Technical Support and the respective Customer Vendor support contract.

Customer Responsibility:

- Customer is required to provide details of all Vendor coverage of BCX-covered devices and applications before the start of the services. Vendor coverage details will be recorded for Customer for reference by the Service Desk and other technicians involved in delivering support for Customer.
- Customer is required to maintain valid Vendor support contracts for all the BCX managed devices and applications in order for BCX to provide services described in this section.
- Customer is required to authorize BCX to act on their behalf when coordinating with Vendor Technical Support.

4.4 Reporting

BCX can provide Customer many reports through its monitoring tools. BCX will work with Customer to tailor reporting needs as part of the onboarding process.

BCX Deliverables:

All reports are available and will be generated on demand for Customer. Monitoring and Activity Reports can be emailed at a minimum on a monthly basis if requested.

4.5.2 LEFT BLANK ON PURPOSE

5. Service Level Agreement

BCX and its team will perform the activities in the scope of this SOW within an SLA based service delivery model. However, the environment to be covered is a part of a larger physical environment that is not locked down, and is therefore subject to change without notice to BCX. Therefore, important onsite operational requirements such as availability, capacity, and environmental (e.g. power) outages will be the responsibility of Customer. Customer should inform the BCX Service Desk of any device addition/deletion or changes to the network devices and environment that has the potential to affect stability or performance of covered equipment/connection, whether or not the change is to a covered device or network segment.

5.1 Remote Incident Support Response SLA – MNS (Managed Network Services) only

The following table describes the various priority levels and response times associated with incidents. The sources of alerts are either from the monitoring system or from user requests entered via email to support@brigeconnex.com with Priority Level, client name, site location, and ISP in subject line. It is expected that the NOC will open majority of these tickets as they will see it first. Customer can choose to be notified on the MNS monitor alerts at any time but will identify on set up the initial request.

PRIORITY	RESPONSE SLA Bus Hrs.	Response SLA After Hrs.	Description
P1: CRITICAL	30 Minutes	1 Hour	Emergency Hard Down
P2: HIGH	2 Hours	4 Hours	Bouncing / Intermittent Outages.
P3: MEDIUM	4 Hours	8 Hours (Next Bus. Day)	Customer initiated Request
P4: LOW	24 Hours	48 Hours (Next Bus. Day)	Customer Information Request.

For the purposes of this SLA definition, Business Hours are 8:00AM to 5:00PM Monday through Friday, excepting posted BCX holidays. All other times/days are After Business Hours and that Response SLA applies.

NOTE: This SLA defines the Response Time from the time of the Alert to the time a technician begins work on the incident. It is not the resolution time, which will necessarily vary based on the type, scope, location and complexity of the incident and ISP and their underlying SLA to the customer based on ISP services ordered.

6. Escalation Procedures

6.1 The Escalation Process – Escalation from BCX to Customer

The BCX Service Desk will call all escalation contacts as defined by Customer and/or send emails to the escalation points, depending on the priority of the Incident. All Incidents (P1-P3) incidents will result in email alerts to designated BCX and Customer personnel. Contact information will be recorded prior to set up for automatic reference in such situations. All incidents will have an associated Ticket within the BCX Ticketing system, and Customer will have access to Ticket information via contact with the Service Desk. Additionally, should BCX become aware during an incident that a committed SLA under this agreement will not be met; an escalation will be raised by BCX to the designated contact at Customer by phone and email, with a description of the situation, and the plan for resolution of the SLA (this is BridgeConnex SLA not ISP SLA).

6.2 The Escalation Process – Escalation from Customer to BCX

Should Customer need to escalate an incident or other situation on the covered devices to BCX, that escalation should first be made to **support@bridgeconnex.com**, and as necessary by phone to **(888) 749-3510** on a 24x7 basis.




7. TERM LENGTH – MUST CHECK TERM LENGTH

The Term length will guarantee the price is locked for that specified term and will not increase. The TERM BOX below must be checked indicating the initial term chosen.

This new 1 Year – 2 Year – 3 Year agreement can be effective immediately upon acceptance by Customer.

Timing and terms of the start of services is to be determined but no sooner than when the first monitor is set up for client and portal access is emailed to client. The Agreement shall automatically renew thereafter for additional one (1) year terms, unless written notice of the intention not to renew is given sixty (60) calendar days prior to the end of the then current term. Should customer go into month to month after term then pricing may increase. Customer may terminate this agreement at any time with sixty (60) calendar day notice to BridgeConnex and a Termination fee equal to \$100 per NMS Connection \$200 per MNS Connection will be charged per connection if more than one year is remaining in the contract.

8. Pricing for Services – SCHEDULE A

				
 NOC Support Monthly Pricing	<i>Monthly cost for each component based on service level and access</i>			
	<u>MONITOR NOTIFY (NMS)</u>		<u>MONITOR MANAGE (MNS)</u>	
	<u>NON-FIBER</u>	<u>FIBER</u>	<u>NON-FIBER</u>	<u>FIBER</u>
BridgeConnex Circuit	FREE	FREE	\$ 65.00	\$ 85.00
allConnex Circuit	\$ 20.00	\$ 50.00	\$ 85.00	\$ 125.00
Non - allConnex / BridgeConnex	\$ 35.00	\$ 75.00	\$ 125.00	\$ 155.00
 NOC Support Set Up Cost				
<i>Below is the ONE TIME SET UP cost for each IP Address / Connection</i>				
<u>MONITOR NOTIFY (NMS)</u>		<u>MONITOR MANAGE (MNS)</u>		
<u>NON-FIBER</u>	<u>FIBER</u>	<u>NON-FIBER</u>	<u>FIBER</u>	
BridgeConnex Circuit	FREE	FREE	FREE	FREE
allConnex Circuit	\$ 75.00	\$ 100.00	\$ 100.00	\$ 150.00
Non - allConnex / BridgeConnex	\$ 100.00	\$ 150.00	\$ 150.00	\$ 200.00

BCX will be providing two price tiers, depending on needs. Monitoring only and Fully Managed. The details of these service levels is outlined in detail above.

- Time and Materials Hourly Rate – \$150

NOTES: Service types and connection counts will be reconciled for any additions or service decommission and billing trued up on a monthly basis. There is no Partial billing, when a device is turned on it is billed a full month for the month in. Time and Materials-based Support will be delivered as described in Section 4.3.3 to the SLA described in Section 5.1, and billed as described in the Customer Master Services Agreement.

9. Summary

By signing below, Customer agrees to the terms of this SOW, and further agrees that this SOW is bound by the general terms and conditions in the Master Services Agreement between Customer and BCX, and further accepts this SOW as an appendix to that Agreement.

Customer

(Company): _____

Signature: _____



Print Name: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

Date: _____