



Managed Syncro Service Agreement

Cover Page

We love to help our partners get more out of Syncro and our ultimate goal is to help you grow your business. This Service Agreement serves to formalize an arrangement between us, for the provisioning of Managed Syncro services, and at an agreed upon cost. The services are designed to help your business leverage the automation capabilities provided with Syncro and GITNinja.

We invite you to use our services as a platform to continually improve the services you offer your clients.

1. Introduction

This Managed Syncro Service Agreement (the "Agreement") is entered into by and between Ninja Nexus (the "Provider") and _____ (the "Client"), collectively referred to as the "Parties", to define the nature of the Syncro Management services (the "Services") that Provider shall provide Client. This Agreement is intended to define the ongoing relationship between Provider and Client as it relates to the Services.

2. Objectives

- Reasonable and prudent measures shall be taken to minimize interruption of service to Client's clients, customers, end users and employees.
- Client's Syncro server and implemented plugins shall be in production and performing within usual and expected limits for a Syncro environment with similar hardware, software, and virtual resources allocated to it and a similar number of agents deployed against it.
- Client's Syncro server shall be issuing alerts and creating tickets at a volume consistent with Client's desired service level and operational requirements.
- Client's environment shall periodically be updated and improved by the Provider to implement and improve custom automations in the Client's environment which improve



Client's operational efficiency and helpdesk/ technician utilization.

- Provider shall periodically review the Client's Syncro environment to ensure the proper functioning of the Client's Syncro environment, to include the resolution of such problems that may impair that functioning.
- Provider shall work with Client in a collaborative fashion to continue to improve and align their Syncro environment with their current business needs and objectives.
- Provider shall periodically communicate with the Client to:
 - Inform the Client of changes implemented or upcoming in their Syncro environment.
 - Evaluate the fit and fitness of the Client's Syncro environment to enable or contribute to the Client's current business objectives as they relate to Syncro.
 - Determine future changes to be implemented in the Client's environment and assess the Client's satisfaction with the Provider's services.
 - Provider shall, at the Client's request and per Provider's availability, provide documentation, instruction, and/or demonstration of Syncro capabilities or functions to the Client for the purposes of training and/or education of Client's senior technicians and administrators.

3. Scope of Services

The scope of the services (the "Services") provided under this agreement include:

- Reconfiguration, optimization, and maintenance of the operating system that is hosting the Client's Syncro remote management and monitoring platform, if such access to perform such tasks is normally available to the Client (i.e., it is not in a hosted environment);
- Reconfiguration, optimization, and maintenance of the Syncro plugins that are actively used by the Client, assuming that documentation and support for such plugin(s) are available;
- Reconfiguration, optimization, and maintenance of those components and features that are intrinsic to the base Syncro platform;
- Creation, testing, troubleshooting, modification and optimization of custom (not in the base Syncro installed environment, as distributed by Syncro MSP, although services performed on these items shall toll against a specific budget of "Automation Hours" that the Provider shall make available to the Client on a periodic basis;
- Client may request, via catalog, any desired additional scripts to Client's repository;
- Updates to all provided scripts, monitors, and reports that come default with the Syncro system on a periodic basis; and
- Use of support services, freely provided to Client by the vendors of such components on which the above service is performed, through which the Provider can provide the above services.



4. Period of Service

This Agreement shall be effective as of the date of its initial execution by Client's acceptance of the estimate generated for the first month's service and shall be for an initial term of six (6) months, as agreed upon by Client and Provider. This Agreement shall auto renew in the agreed upon increment, unless and until termination by Provider. Should Client desire to terminate this Agreement prior to the end of the term chosen, Client shall be required to pay Provider the lesser of the remaining term or two (2) months.

The Client may request, in writing, their desire to maintain Syncro products after the term of this Agreement; however, such additions will be provided through an offboarding script.

Any updates to all provided scripts, monitors, and reports that come default with the Syncro system will not count towards the Automation Hours.

The work needed to fulfill any requests for GITNinja products to remain with the Client after the term of this Agreement will count towards the Automation Hours.

5. Automation Hours

Each month, the Provider shall budget the Client a certain number of hours based upon the Client's deployed Syncro agent count and the Client's needs. The Provider reserves the right to provide additional services at no additional cost to the Client under this agreement at the sole discretion of the Provider.

Any work product customized for the Client, outside of the standard Syncro offerings, will count towards the Automation Hours or, will be subject to an onboarding fee agreed to by the Provider and Client.

6. Provider's Commitment to Client

Provider's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession currently practicing under similar conditions. The Provider shall provide these Services to Client within Provider's technical capabilities and best practices, and only for those solutions and extensions which remain supported by their vendors or distributors.

Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.

Provider shall provide license keys to associate Client's instance to Syncro servers.



7. Provider IS NOT a Software Licensing Provider

Nothing in this agreement shall be construed to mean that the Provider shall be responsible for any costs for servers (physical or virtual), network infrastructure, software licensing, and the like. These costs ARE THE SOLE RESPONSIBILITY OF THE CLIENT AND SPECIFICALLY INCLUDE, BUT ARE NOT LIMITED TO, COST OF LICENSING CLIENT'S GITNINJA AGENTS OR OTHER THIRD-PARTY AGENTS.

8. Hours of Service

Services provided under this Agreement shall be provided as per usual business practice to minimize interruption of service to Client's clients, customers, end users, and employees. A specific schedule of services can be determined upon request on a case-by-case basis, as requested by the Client or Provider.

Services provided are contingent upon the Provider's availability of its representatives.

9. Client's Responsibilities to Provider

Client shall provide all access, authorization, and information to Provider as is necessary for Provider to provide Services to the Client. These requirements to provide service include, but are not limited to:

- Credentials for, and a method of, remote access to Client's Syncro server that is EXTERNAL to Syncro's own remote access features, if Client normally has local or remote access to server;
- Credentials for a Syncro user account in Client's environment with "superadmin" rights; and
- Credentials for administrative accounts as may be required by plugins or other extensions.
- Client shall provide Provider with other information as may be requested in order to provide Services and complete tasks under this Agreement. In the event Client is unable to provide such access, this Agreement shall immediately and automatically be updated to exclude the service or task for which such access was requested by the Provider from the scope of services provided under this Agreement.

Client shall provide Provider with such access as noted in this Agreement for the duration of the Agreement. In the event that such access becomes unavailable, Provider shall not be liable for providing Services for the duration of that interruption to access.

Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's Syncro environment(s).



Client shall provide Provider with a list of key contacts within Client's organization that have authorization to:

- Request, authorize and approve Services provided under this Agreement.
- Request, authorize, and approve Out-of-Scope Services as defined in this Agreement;
- Receive notification of emergency or business-interrupting service events, including those which may require Client's assets and resources to resolve; and
- Provide feedback and acceptance of services provided under this Agreement.

Client shall implement a means of backup of their Syncro environment independently of the Provider's own backup facilities, unless prior arrangement between the parties has been made. In no event shall sole responsibility for the recoverability of the Client's environment rest solely with the Provider.

10. Cost of Service

Provider shall bill Client monthly at a tiered rate depending on quantity of agents as of each billing date. Onboarding Fees equal to one month's service for new items shall be due upon each Onboarding Period, although waived if selected term within this agreement is six months or more. Pricing in accordance with the related quote.

11. Onboarding Periods

The first forty-five (45) days of the Services provided to the Client under this Agreement shall be defined as the Onboarding Period. During this period, the Provider shall take measures to provide Services to the Client, including but not limited to:

- Addition of Client details to the Service Provider's Professional Services tools and remote monitoring and management tools;
- Deployment of the Service Provider's remote monitoring and management technology to the Client's Syncro Server;
- Assessment of Client's business, needs, pain points, and Syncro environment; Documentation of Client's business, needs, and Syncro environment;
- Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement; and
- Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.

The result of this process shall be reviewed by the parties to this Agreement upon completion of the Onboarding Period. The results of this review shall guide the Provider's Services for the remainder of the Agreement, as may be amended, revised, and renewed.



In the event that a significant change is made to the Client's environment, specifically the addition of a new client, location, or a large number of agents in an existing client or location, a new Onboarding Period will be triggered for those new client(s), location(s), or agent(s), and shall be subject to the same forty-five (45) day review as the initial Onboarding Period.

12. Out of Scope Services

In the course of providing Services to Client, Provider may determine that certain tasks or objectives may be recommended or advisable to accomplish the Objectives as defined in this Agreement but whose scope falls outside of that defined by this Agreement. In this event, Provider will request approval and authorization from Client to provide such additional services by means of submitting an estimate and Statement of Work for the proposed tasks or objectives. In the event the Client does not approve said estimate, the Provider shall offer the Client a suitable alternative, if one exists, using the same process. The Client will be notified if no suitable alternative exists and the effects of Client's non-approval of said services.

13. Renewal of Agreement

This Agreement shall renew automatically at the end of its period of service unless Provider or Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. This renewal shall begin for a new thirty (30) day term under a new copy of this Agreement which automatically incorporates all changes and revisions that were made to the Agreement prior to its renewal. No revised Agreement shall need generated to include these modifications, unless so requested by Provider or Client.

14. Modification of Agreement

The Provider reserves the right to renegotiate rates based on additions or deletions of Syncro agents from Client's environment and may do so based upon the number of agents that are deployed and managed by the Client's environment within a seven (7) day window of the next billing date. The Provider reserves the right to modify this Agreement (or any portion thereof) with a thirty (30) day notice. Client agrees to accept these modifications for the remaining period of the Agreement, unless Client provides notification of termination of Agreement as provided elsewhere in this agreement.

15. Termination of Agreement

Termination of this Agreement shall be effected by either party providing fifteen (15) days' notice of that party's intention to do so in written or electronic form. If either party terminates this Agreement, Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Client agrees to pay Provider the actual costs of providing such assistance.



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Any discounted service fees or onboarding fees provided with the term will be prorated and Client agrees to pay Provider these fees.

Should the Client elect to terminate this Agreement, any licenses provided for the GITNinja product will be revoked.

16. Suspension of Service

The Provider reserves the right to refuse or suspend service under this Agreement in the event Client has failed to pay any invoice within fifteen (15) days of said invoice date, whether it be an invoice for Services provided under this Agreement or any other agreement between the parties.

17. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

18. Limitation of Liability

In no event shall Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs. The Provider shall not be responsible to Client for loss of use of the Syncro environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the Syncro environment other than by authorized representatives of the Provider.

Neither party shall be liable - whether in contract, tort, breach of statutory duty or otherwise - to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The total liability of the Provider - whether in contract, tort, breach of statutory duty or otherwise - for any and all breaches and/or non-performance of its obligations or liability under this Agreement shall not exceed three (3) times the total amount of the Fees paid, and amounts accrued but not yet paid by the Client to the Provider pursuant to this Agreement.

19. Indemnification

Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or



death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Client, Provider and/or any third party, it is expressly agreed that Provider's liability shall be limited by the terms and provisions of the Limitation of Liability herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of the Limitation of Liability herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability.

20. Ownership of Intellectual Property

The results of all Services provided under this Agreement that are beyond configuration changes of the Client's Syncro environment, including custom monitors, scripts, and the like shall remain the intellectual property of the Provider, notwithstanding, for these items aforementioned, Client shall have a royalty free license to use for so long as Provider allows and until such time that Provider provides written notice of termination of the royalty free license to use. Nothing in this Agreement shall be construed to convey license or resale rights of such results to the Client, nor shall anything in this Agreement be construed to limit the Provider's ability to provide such results to other clients of the Provider, regardless of their similarity to those Services or Service results that Provider has provided to Client.

21. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

22. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

23. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

24. Venue

This Agreement, excluding its conflict of law provisions, shall be governed by the laws of the State of Florida. Any action arising under or relating to this Agreement shall lie within the exclusive jurisdiction of the State and Federal Courts located in Hillsborough County, Florida.

25. Miscellaneous



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The headings within this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

26. Electronic Signatures and Delivery

This Agreement may be executed in multiple counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The counterparts of this Agreement and all other agreements and documents executed in connection herewith may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

27. Authorized Execution

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative via e-signed quote.

PROVIDER:

CLIENT:

GITNinja

[INSERT CLIENT NAME]

Name: _____

Name: _____

Title: _____

Title: _____