

**IT | Cloud | Security**



Unifying All Dimensions

*Managed Services | Collaboration*

*IT Service Desk*

**cloudCENTRX** Enterprise Services

 Prepared For: 

**SOW #** MSP20220510LALASOW003 **FOR AGREEMENT TO PERFORM MANAGED SERVICES TO** Los Angeles Leadership Academy

MSA Master Service Agreement Number: 20200320MSALALA001
Services Start Date: 6/1/2022
Services End Date: 5/31/2025

Services Performed By:

Los Angeles Leadership Academy

2670 Griffin Ave.

Los Angeles, CA 90031

Services Performed By:

M-Theory Group

6171 W Century Blvd., Suite 350

Los Angeles, CA 90045

**CUSTOMER BACKGROUND**

The Los Angeles Leadership Academy prepares urban secondary students to succeed in college or on chosen career paths, to live fulfilling, self-directed lives, and to be effective in creating a just and humane world. High-powered, performance-based assessment, and an integrated curriculum promote critical thinking and intellectual depth, breadth, and agility. Close relationships between students and staff and attention to students' individual needs and interests promote a community of well-rounded learners. Students have opportunities to take action on important social issues, to work alongside community mentors, and to enhance the learning power of these experiences through reflection and skill development in the classroom.

This Statement of Work (SOW) MSP20220510LALASOW003 is issued pursuant to the Consultant Services Master Agreement (MSA) 20200320MSALALA001 between Los Angeles Leadership Academy (“Customer”) and M-Theory Consulting Group, LLC. (“Vendor” or “M-Theory”). This SOW is subject to the terms and conditions contained in the Master Services Agreement (MSA) between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this MSA shall govern and prevail.

This SOW # MSP20220510LALASOW003 (hereinafter called the “SOW”), effective as of 5/10/2022. entered into by and between Vendor and Customer, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

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| **Period of Performance** |

The Services shall commence on 6/1/2022 and shall continue through 5/31/2025. Vendor will submit invoices in advance of the month of services rendered.

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| **Scope of Services** |

### Managed Services

M-Theory will provide Customer with a IT Support via Managed Services to support their growth, enhance their IT posture, IT security and IT efficiencies. In addition, M-Theory will work dilligently to ensure uptime and stability. M-Theory’s sevice recommendations are provided in this Statement of Work (SOW), as indicated below.

The proposed service is for the Vendor to provide IT system administration, license managment (if any is provided) and remote managed services support for its users, networking and core infastructure.

1. **Service Objective**

Vendor will provide to Customer:

* + Managed Services, Remote IT support for users, networking, infrastructure as described below.

1. **Scope of Vendor Services**

Vendor will provide the following Services in response to support requests:

* + Technologies/Services Supported:
		- Service Desk – User Support
		- Service Desk – Networking Support
		- Service Desk – Server Support
		- Service Desk – Back up Support
		- Service Desk – Device Support
		- Security Operations Center – Security Services

### Deliverables details

The following deliverables are in-scope based on the Managed Services Solution Service requested by Customer:

| **Category** | **Dedicated Deliverables** | **QTY** | **Mo. Price** | **Mo. Ext Price** |
| --- | --- | --- | --- | --- |
| * **Firewall Support**
 | **Managed Services Firewall Support** * Incident Response
* System Patching
* Uptime Monitoring (requires software tools)
* Unlimited Remote Support, Emergency Onsite
 | 2 | $100.00 | $200.00 |
| * **Server Support**

 | **Managed Services ServiceDesk Server Support** * Incident Response
* System Patching
* Uptime Monitoring (requires software tools)
* Unlimited Remote Support, Emergency Onsite
 |  6 | $75.00 | $450.00 |
| * **Switches Support**
 | **Managed Services Switches Support** * Incident Response
* System Patching
* Uptime Monitoring (requires software tools)
* Unlimited Remote Support, Emergency Onsite
 | 11 | $50.00 | $550.00 |
| * **Wireless Access Points**
 | **Managed Services Access Points Support** * Incident Response
* System Patching
* Uptime Monitoring (requires software tools)
* Unlimited Remote Support, Emergency Onsite
 | 120 | $15.00 | $1,800.00 |
| * **Chromebook Support**

 |  **Managed Services – Chromebook Support*** Incident Response
* System Patching and Updates
* Uptime Monitoring
* Google G-Suite Support
* Warranty and Repair Management
* Configuration Changes
* Connectivity Management
* Unlimited Remote Support

Out of Scope: Any service hours performed onsite. | 1271 | $1.50 | $1,906.50 |
| * **MacBook and Apple devices support**

 | **Managed Services – MacBook and Apple devices Support*** Incident Response
* System Patching and Updates
* Uptime Monitoring
* Mosyle and Apple School Manager Support
* Warranty and Repair Management
* Configuration Changes
* Connectivity Management
* Unlimited Remote Support

Out of Scope: Any service hours performed onsite. | 350 | $3.00 | $1050.00 |
| * **Windows Laptops**
 | **Managed Services – Windows Laptop Support*** Incident Response
* System Patching and Updates
* Uptime Monitoring
* Security and Policy Management Support
* Warranty and Repair Management
* Configuration Changes
* Connectivity Management
* Unlimited Remote Support

Out of Scope: Any service hours performed onsite. | 100 | $5.00 | $1,000.00 |

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| **Service Levels** |

The standard measurement period for when Service Levels begin is 30 days after the “Go-live”.

| **Severity Level** | **Situation**  | **Initial Response Time** | **Value** |
| --- | --- | --- | --- |
| **Severity 1**  | ***Critical business Impact***Customer’s business has significant loss or degradation of services and requires immediate attention. | < 1 hour | When you select Severity 1 you confirm that the issue has critical business impact, with severe loss and degradation of services.The issue demands an immediate response, and you commit to continuous, 24x7 operation, every day with the M-Theory team until resolution, otherwise, M-Theory may at its discretion decrease the Severity to level 2. |
| **Severity 2** | ***Moderate business impact***Customer’s business has moderate loss or degradation of services, but work can reasonably continue in an impaired manner. | < 4 hours | When you select Severity 2 you confirm that the issue has moderate impact to your business with loss and degradation of services, but workarounds enable reasonable, albeit temporary, business continuity. |
| **Severity 3** | ***Minimum business impact***Customer’s business is functioning with minor impediments of services. | < 8 hours | When you select Severity 3 you confirm that the issue has minimum impact to your business with minor impediment of service. |

* Support requests must be sent to Support@M-TheoryGRP.com. An autoreply, trackable ticket number will be generated upon email receipt.

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| **Customer Responsibilities** |

The following Customer Responsibilities are assumed in the creation of this SOW. Should the Customer fail to meet any of these responsibilities, then the Project may require more time or effort than originally scoped and a Change Order may be required.

* Customer will be responsible for providing to M-Theory staff, in a timely manner, the following resources and information required to complete the tasks in this SOW

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| **Change Control** |

M-Theory, Customer will address any changes required in this SOW, including tasks, work products, dates, durations, and assumptions, through the change control process. When either M-Theory, Customer or Customer determines a change is required, M-Theory will complete a change order (“Change Order”) and provide to the Customer designated contact for review and signature of acceptance. Designated contact for review and signature may be different from SOW designated contact for review and signature.

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| **Terms & Conditions** |

This Statement of Work ("Statement of Work") MSP20220510LALASOW003 will be governed by the terms of the Master Services Agreement (“MSA”) 20200320MSALALA001. Any amendment, waiver or other alteration of this SOW shall be effective only if made in a writing signed by both parties. Any amendment, waiver or other alteration of this SOW shall be effective only if made in a writing signed by both parties.

This SOW is proprietary to M-Theory and is deemed a trade secret under U.S.T.A. and other applicable laws and shall be treated by Customer as confidential. No portion of this SOW may be published or disclosed, in whole or in part, to any other party without the written consent and authorization by M-Theory.

Prices are valid for ninety (“90”) calendar days provided work commences within thirty days of the date of this SOW. If Customer signs this SOW after the expiration date, then the Services may be re-scoped and re-quoted.

Any items not specifically outlined in this Statement of Work (SOW); out of scope items may be performed at the Customer’s request and at M-Theory’s discretion and will be billed at an hourly rate of $195/hr, minus any discounts.

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| **Compensation** |

**Monthly Recurring Expenses:** Basis for Compensation: Subscription service; Billed on a Monthly Basis to be prepaid in advance.

| **#** | **cloudCENTRX Enterprise MSP Services** | **Qty** | **Monthly Cost** |
| --- | --- | --- | --- |
| **1** | Firewall Support | 2 | $200.00 |
| **2** | Server Support | 6 | $450.00 |
| **3** | Switches Support | 11 | $550.00 |
| **4** | Wireless Access Points Support |  120 | $1,800.00 |
| **5** | Chromebook Support and Management | 1271 | $1,906.50 |
| **6** | MacBook and Apple Devices Support and Management  | 350 | $1,050.00 |
| **7** | Windows Laptop Management and Support  | 100 | $1,000.00 |
| **Total Monthly Recurring Cost** | **$6,956.50** |

* Out of Scope: Anything not listed on this SOW

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| **Customer Authorization** |

IN WITNESS WHEREOF, the Parties have caused this SOW #MSP20220510LALASOW003 to be executed by their duly authorized representatives. Client shall execute and send the SOW, in its entirety, to M-Theory Group. The SOW is not deemed valid until all pages are received and the SOW is fully executed by both parties.

The undersigned, a person authorized by Client to sign this SOW, knows the contents thereof, and agrees to the terms set forth.

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| **(Vendor):**  **M-Theory Consulting Group, LLC.** | **(Customer):****Los Angeles Leadership Academy** |
| By:  | By:  |
| Name:  | Name:  |
| Title:  | Title:  |
| Date:  | Date:  |