



Managed & Implementation Services Statement of Work Implementation and Managed Backup Services

SOW ID #: OPP0008853 · July 2, 2025



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TECHNOLOGIES

1.0	Entire Agreement	3
2.0	Scope of Services	3
2.1	Service Philosophy	3
2.2	Design and Planning	3
2.3	Implementation Services	3
2.4	Managed Backup Services	4
2.5	In-Scope Equipment	4
2.6	Limitations and Exclusions	5
3.0	Service Levels (SL)	5
3.1	Service Level Measurements	5
3.2	Service Escalation Plan	6
4.0	Responsibilities	7
4.1	Encore Responsibilities	7
4.2	Customer Responsibilities	7
5.0	Governance	8
5.1	Client Success Manager	8
5.2	Reporting	8
5.3	Quarterly Business Reviews	8
6.0	Service Delivery	9
6.1	Hours of Operation	9
7.0	Fees and Payment	9
7.1	Service Charges	9
7.2	Standard Encore Payment Terms	10
7.3	Fee and Payment Parameters	10
8.0	Term of Agreement	10
8.1	SOW Term	10
9.0	Termination	10
9.1	Termination for Cause.	10
9.2	Termination for Convenience – Without Cause	11
9.1	Non-cancelable Fees	11
9.2	Post-Termination Transition	11

1.0 Entire Agreement

This Statement of Work ("SOW"), when signed, serves as the agreement between KY Allen County Schools ("Customer") and Encore Technologies ("Encore") for Implementation and Managed Services.

This SOW, together with the terms and conditions as executed by said parties, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof.

The project estimates and schedules outlined in this SOW are valid for ninety (90) days from the publication date of the SOW. Encore reserves the right to review and adjust these estimates and schedules if Customer does not approve the SOW within ninety (90) days.

1.1 Assumptions

All services defined within the scope of the Statement of Work shall be provided remotely unless otherwise specified. Additional fees shall apply for on-site work.

2.0 Scope of Services

Encore Technologies shall provide to Customer the following services:

- Implementation Services for DELL servers and storage
- Managed Backup Services

2.1 Service Philosophy

Encore shall function as an extension of Customer's organization by:

- Serving as the primary IT resource for all backup and recovery tasks
- Responding to and resolving backup issues in a timely manner.
- Proactively monitoring and maintaining Customer's Veeam environment.

2.2 Design and Planning

- Design discovery and workshop for one (1) Dell PowerEdge R760 and (1) Dell PowerEdge R660xs in existing customer rack (3U Required).

2.3 Implementation Services

- Rack / Stack/ Cable one (1) new Dell R760 and one (1) R660xs in existing customer rack
- On R660xs, update firmware to latest, install Windows Server 2025 Standard, and apply all latest OS updates and fixes
- On R760, update firmware to latest, configure storage in RAID6 (8+2), install Linux and harden per Veeam guidelines
- Install latest version of Veeam and apply purchased universal licensing
- Configure the Veeam Backup and Replication server to use the hardened Linux repository

- Configure backups for up to fourteen (14) VM's to be backed up daily and retained for 7 days, and weekly's retained for 5 weeks ensuring backup immutability is enabled.
- Configure Veeam Cloud Data Vault repository and configured backups for 13 VM's backed up monthly and retained for 12 months, ensuring immutability is enabled.
- Ensure backups are able to be recovered by testing restores
- Provide remote training with the ACS team to provide an overview of the implementation of the solution as well as day to day operations. As Built documentation will be included to reference throughout the life of the equipment.

2.4 Managed Backup Services

Encore shall provide backup management using the Encore provided backup system, ensuring it is maintained according to vendor recommendations.

Encore Responsibilities

- Backup System Licensing – Purchase and maintain the backup system licensing for Encore provided backup software.
- Backup System Support Contracts – Purchase and maintain the backup system support contracts for Encore provided backup software.
- Backup System Management
 - Monitor performance issues and failures 8:00 AM EST – 5:00 PM EST, Monday - Friday
 - Respond to alerts and troubleshoot issues.
 - Add/Remove/Change backup jobs as requested by customer.
- Backup System Patching – Patch backup system software components for the Encore provided backup solution per vendor recommendations and business requirements.
- As requested by Customer, perform spot data restores of files to Customer's designated storage location(s).
- Maintenance Windows – Agree upon maintenance outage windows.

Customer Responsibilities

- Backup Requirements
 - Identify data to be backed up.
 - Define backup schedules.
- Spot Restore Requirements:
 - Identify which data files to perform spot restores on to validate regular scheduled backups.
 - Provide a storage location for the spot restore data.
 - Provide the testing procedure for the spot restores and validate data that is restored.
- Maintenance Windows – Agree upon maintenance outage windows.

2.5 In-Scope Equipment

Services defined in this SOW apply to the following equipment:

- **Servers:** 1 x DELL PowerEdge R660xs with a BOSS-N1 Controller with 2 x 960G OS (Raid 1), and one (1) DELL PowerEdge R760 with a BOSS-N1 Controller with 2 x 480G OS (Raid 1)
- **Cloud Storage:** 1 x Azure Blob Cool Storage (14TB)

Changes to equipment counts or types may require adjustment to service fees.

2.6 Limitations and Exclusions

For clarity, the following services are not included in this SOW:

- Advanced projects requiring specialized expertise (e.g., major network redesign)
- Support for custom or specialized applications beyond reasonable efforts
- Support for Customer's VM infrastructure
- Disaster recovery/business continuity planning and implementation

These services can be provided under separate agreements or on a time and materials basis

3.0 Service Levels (SL)

Service Level Objective

The Service Level Objective (SLO) is specific measurable targets or metrics that define the level of performance by Encore, such as uptime percentage, response time, resolution time, and other performance indicators.

3.1 Service Level Measurements

Encore Technologies shall measure its performance against each Service Level (SL) using tools and methodologies mutually agreed upon by both parties. Unless otherwise specified, the measurement period for each SL shall be one calendar month.

Encore Technologies shall provide the Customer with a monthly performance report detailing compliance with the defined SLs. Each report will identify any SLs that were not met during the reporting period and include relevant performance data.

The managed backups SLOs are focused on ensuring that the organization's infrastructure data is secure and safeguarded in an event of data loss. To achieve this, the following SLOs will be measured and tracked:

Service Level	Definition	Calculation	Target
Timeliness of Backup	The percentage of systems that are backed up successfully within a specified timeframe.	Sum of completed backup jobs divided by the total backup jobs within a 24-hour period.	99%
Incident Management – Priority 1 MTTR of 2 hours	The percentage of Priority 1 incidents resolved within a 2-hour timeframe within a given month.	Percent of Priority 1 incidents resolved within a 2-hour timeframe divided by the total number of Priority 1	95%

Service Level	Definition	Calculation	Target
		incidents within a given month.	
Incident Management – Priority 2 MTTR of 4 hours	The percentage of Priority 2 incidents resolved within a 4-hour timeframe within a given month.	Percent of Priority 2 incidents resolved within a 4-hour timeframe divided by the total number of Priority 1 incidents within a given month.	95%
Incident Management – Priority 3 MTTR of 8 business hours	The percentage of Priority 3 incidents resolved within an 8-business hour timeframe within a given month.	Percent of Priority 3 incidents resolved within an 8-business hour timeframe divided by the total number of Priority 3 incidents within a given month.	95%
Service Request Management – Priority 4 MTTR of 3 business days	The percentage of Priority 4 incidents resolved within a 3-business day timeframe within a given month.	Percent of Priority 4 incidents resolved within a 3-business day timeframe divided by the total number of Priority 4 incidents within a given month.	95%

3.2 Service Escalation Plan

Encore provides an Escalation Plan for daily operational issues or concerns related to the delivery of services. The Escalation Plan pertains to all activities related to operations for the agreed upon services, including contact management, service operations, and reporting.

The Escalation Plan defines the process while the escalation path identifies the authority to be engaged and the expected response time. If the onsite IT team or the SD cannot resolve an issue, the Escalation Plan should be invoked.

The CSM is the first point of contact in the Escalation Plan. The CSM is notified verbally, and the issue is documented in an issues list. The escalation continues up the escalation path as needed.

Customer shall provide, and keep updated, a contact list with accurate telephone numbers and e-mail addresses for problem escalation that indicates whom to contact, at what Priority level, and the priority contact order.

Encore Escalation Path

Level	Escalation Point	Response Time (Normal Business Hours)
1	Client Success Manager	2 Hours
2	Account Manager	2 Hours

Level	Escalation Point	Response Time (Normal Business Hours)
3	Director of Service	4 Hours
4	VP of Service	If needed

Customer Escalation Path

Level	Escalation Point	Response Time (Normal Business Hours)
1	Services Manager	1 Hour
2	Director of Service	4 Hours; 8 hours – Revisit
3	VP of Service	If needed
4	CIO/CTO	If needed

4.0 Responsibilities

4.1 Encore Responsibilities

Encore will:

- Assign a dedicated Client Success Manager to ensure quality service delivery
- Provide 8:00 AM EST – 5:00 PM EST, Monday – Friday, monitoring of Customer's Veeam backup environment
- Respond to support requests per the service level objectives defined in this SOW
- Resolve backup issues in a timely manner, escalating to specialized support when necessary
- Perform regular maintenance and patch management during approved maintenance windows
- Maintain knowledge base documentation relevant to Customer's backup environment
- Provide monthly reporting on service performance and backup environment status
- Coordinate with third-party vendors when necessary to resolve backup issues
- Proactively identify and address potential backup issues before they impact business operations
- Provide guidance on technology decisions and future planning

4.2 Customer Responsibilities

Customer will:

- Provide Encore with necessary access to systems and information required to deliver services
- Designate a primary point of contact for coordination with Encore
- Communicate business priorities and any changes that may affect backup services

- Maintain vendor support contracts for business-critical applications
- Approve necessary maintenance windows
- Notify Encore of significant changes to business operations or backup environment
- Follow recommended security practices and procedures
- Ensure employees are aware of the process for requesting backup support

5.0 Governance

Encore shall provide client success support in accordance with this SOW. The organizational structure of the client success team to support Customer is a combination of Customer and Encore representatives. Customer and Encore individuals associated with each function shall be identified in Encore's operational procedures.

Encore's governance model shall incorporate client success, change management, and issue resolution processes to ensure this engagement meets established goals and objectives, and key stakeholders are informed and involved in the process.

5.1 Client Success Manager

Encore shall assign a Client Success Manager (CSM) who will:

- Serve as primary point of contact for service-related matters
- Conduct regular service reviews
- Address any service quality concerns
- Facilitate communication between Customer and Encore's technical teams.

5.2 Reporting

Encore will provide monthly service reports including:

- Ticket volume and resolution metrics
- Service level performance
- System health and security status
- Recommendations for improvement

5.3 Quarterly Business Reviews

Quarterly Business Reviews (QBR) are intended for an expanded audience. The meeting agendas include:

- Review of program status and performance metrics,
- High level review of goals and results,
- Long term trend analysis,
- Significant performance reviews (positive and negative),

- Present and discuss opportunities for improvement in provided services,
- Service improvements,
- Discuss overall performance and Customer satisfaction,
- Discuss technologies and opportunities that might enhance the Customer's ability to provide IT business articles.

Encore key stakeholders and Customer key stakeholders shall be invited to discuss longer period reviews and goals.

6.0 Service Delivery

6.1 Hours of Operation

- **Managed Backups:** 9 hours a day, Monday – Friday from 8:00 AM EST – 5:00 PM EST
- **Planned Maintenance:** Scheduled during off-hours or as agreed upon with Customer

7.0 Fees and Payment

7.1 Service Charges

The Service Charges shall appear on Customer's first invoice.

Transition and Implementation services shall include costs and expenses incurred by Encore Technologies to establish the services.

Item	Description	Price per Unit	Qty	Total Cost
Dell PowerEdge R660xs	VEEAM Backup and Replication Server	\$9,220	1	\$9,220
Dell PowerEdge R760	Immutable Hardened Linux Backup Repo	\$15,265	1	\$15,265
VEEAM Licensing	Veeam Data Platform Foundation 3 Year-10 instances	\$4,320	2	\$8,640
VEEAM LA Data Cloud Vault	Cloud backups 1TB 3 Year subscription	\$550	14	\$7,700
Encore Professional Services	Installation, Configuration, Implementation, Training (see quote for scope)	\$14,800	1	\$14,800
Managed Backup Services (up to 14 VMs) ~	Managed Backups and Backup Monitoring 3-year term 8 by 5 monitoring and alerting	\$396	36	\$14,256
NRC Total:				\$69,881

~NOTE: Customer is planning on paying for the Managed Services upfront.

7.2 Standard Encore Payment Terms

Undisputed invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice unless the parties otherwise agree in writing. Undisputed payments not received by the due date are considered past due. Encore reserves the right to impose a late charge of one-half percent (0.5%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts.

7.3 Fee and Payment Parameters

1. Encore has been provided an opportunity to understand Customer's infrastructure and its current equipment and approved software, volumes, locations, and levels of services. In addition, this information is set forth in this SOW including all addenda, schedules, attachments, and exhibits attached hereto. If there are errors in, or subsequent changes to, such information that affect the basis for such Fees, the parties shall address the impact to services and pricing and as such, the Parties are entitled to submit Contract Change Request to adjust pricing.
2. The fees may be adjusted occasionally in accordance with the relevant price banding schedule which shall reflect fee adjustments due to adding or subtracting volume of services.
3. Encore shall not perform any services outside the SOW, unless specified otherwise in this SOW or an applicable Change Order.
4. Taxes are not included as part of the pricing.
 - a. Each entity will cover property taxes for their own assets, business-related taxes, and taxes on their net income.
 - b. In providing the services, Encore Technologies will bear the financial responsibility for all applicable taxes and fees, such as sales, transfer, service, and payroll taxes, among others, on its goods or services.
 - c. The customer is responsible for paying all taxes and fees related to goods and services provided by Encore Technologies, as detailed in the monthly invoices.

8.0 Term of Agreement

8.1 SOW Term

The term for the Managed Services section within this SOW begins on the Service Activation Date and continues in full force and effect for **thirty-six (36) months** (SOW Term), unless earlier terminated pursuant to the terms herein. The Service Activation Date is the date on which the Services are available for use by Customer. Upon mutual agreement by the Parties, the Service can be renewed for up to two consecutive one-year terms (the "Renewal").

9.0 Termination

9.1 Termination for Cause.

Customer may terminate for cause. Customer will detail reasons in writing to the Encore team. Encore will have a 30-day cure period to fix issues. If after 30 days, the issue has not been resolved to Customer's satisfaction the contract will be terminated. Synergistic will be responsible for charges

billed through the termination date and for any expenses incurred on Customer's behalf such as third-party charges that Encore has paid.

9.2 Termination for Convenience – Without Cause

Customer may terminate for convenience after the one-year anniversary of the Service Activation start date of this SOW. Subject to the foregoing, Customer may terminate this Agreement without cause, (i.e., for its convenience), by providing at least sixty (60) business days prior written notice to Encore.

9.1 Non-cancelable Fees

If Customer terminates the Agreement with or without cause, Customer shall be financially responsible for all applicable,

- Deferred charges
- Non-Cancellable third-party charges
- Unpaid invoices for monthly recurring charges for all Services provided by Encore up to and including the date of termination.

9.2 Post-Termination Transition

Upon termination, Encore will:

- Continue providing services through the notice period
- Work cooperatively to transition services to Customer or another provider
- Return Customer data and provide reasonable documentation

Managed & Implementation Services Statement of Work

KY Allen County Schools

This Managed Services Statement of Work ("SOW") is effective as of the last date entered below ("Effective Date") and entered into by SJN Data Center LLC, dba Encore Technologies, of address 4620 Wesley Avenue, Cincinnati, OH 45212 ("Encore"), and KY Allen County Schools ("Customer"), of 570 Oliver Street, Scottsville, KY 42164.

This SOW defines the performance by Encore for IT Professional Services ("Services") and the receipt or use of the same by KY Allen County Schools. The Services are subject to the terms and conditions as executed by said parties. Duly authorized representatives of said parties have caused this SOW to be executed as of the Effective Date.

KY Allen County Schools

By: _____
Print Name: _____
Title: _____
Effective Date: _____

SJN Data Center LLC, dba Encore Technologies

By: _____
Print Name: _____
Title: _____
Effective Date: _____