



Jamf Pro Maintenance

Jamf Pro maintenance with client security

Includes: Up to 500 devices per company

Up to 6 hours setup time

Building, testing & updating of scripts & reports (listed below)

Monthly maintenance

Emailed reports each month on security and compliance

One year term

\$5,200
per year

INCLUDED	NOT INCLUDED
<ul style="list-style-type: none">• Automatically encrypt computers• FileVault 2 Encryption Key Escrow• Monitor APNs certificate expiration + Update• Monitor token VPP expiration + Update• Monitor token DEP expiration + Update• Monitor VPP license counts• macOS major release upgrade path (i.e. 10.14, 10.15, etc.)• Graphical new machine deployment workflow• Automated Mac age calculation• Annual reporting computer ages• Report systems/devices that haven't checked in in 30 days.• Automatically patch macOS• Automatically patch Chrome• Expedited reporting for 0 Day vulnerabilities• Notification of new Jamf Pro features and implications• New features implemented as necessary• Optional - Automatic installation and hardware monitoring with Watchman• Optional - Push iOS updates	<ul style="list-style-type: none">• Application licensing and version checks• Specialty script building• Packaging applications or content not explicitly listed• Custom Profiles• Custom Policies• Custom Extension Attributes• 3rd party patch reporting / mgmt not listed• Custom workflows for 0 day security remediation• Jamf Pro Server upgrades for On Prem installations• Remediation of any out-of-compliance items

Your Name: _____ Title: _____ Approval Date: _____

Company: _____ Address: _____

Requested START DATE (1st of month only) _____

Maintenance renews automatically every year. Cancelable with 30 days written notice. No refunds or prorating of fees.



THIS AGREEMENT, made by and between the Company, a corporation organized under the laws of Delaware and Mann Consulting, LLC ("Vendor"), a San Francisco, California-based limited liability corporation:

1. **Term of Agreement.** The Company retains Vendor, and Vendor accepts this retainer recognizing work to commence on the date above ("Start Date"), and will terminate the earlier of one (1) year after the Start Date, or within (30) days of the start date following written notice of termination by one party to the other.
2. **Services.** During the term of this Agreement, Vendor agrees to perform the following for the Company's benefit, as more completely set forth on "Contract Support Includes", listed above: (a) Advise the Company regarding technology in the workplace (b) Perform the services described above.
3. **Compensation.** For the services described in paragraph 2 and on the Rate Card, the Company agrees to pay Vendor the amounts described on The Rate Card in accordance with the terms of payment set forth by the Vendor. In addition, Vendor is entitled to reimbursement for reasonable expenses incurred by it in connection with services rendered under this Agreement. The Company will reimburse Vendor for such expenses based on the terms set forth on the Rate Card.
4. **Relationship of Parties.** The parties agree and intend that the relationship between them created by this Agreement is that of principal-independent contractors. The staff of Vendor are not employees of the Company, and are not entitled to the benefits provided by the Company to its employees.
5. **Retention of Services of Third Parties.** The conduct and control of the work to be performed by Vendor under this Agreement will lie solely with Vendor. If, in Vendor's opinion, it is necessary for Vendor to have the aid of assistants or the services of other persons, companies or firms in order to properly perform the services required of Vendor under this Agreement, Vendor may, from time to time, employ, engage or retain the same. Vendor agrees to hold the Company harmless from all liability which may be occasioned by claims against Vendor on behalf of such third parties retained by Vendor so long as the Company has not become a party to a contract with such third parties through a written amendment to this Agreement.
6. **Non-Exclusive Agreement.** The Company acknowledges and agrees that Vendor has no obligation to make its time and services available exclusively to the Company, and that Vendor may perform services for others at any time and from time to time during the term of this Agreement. Vendor agrees that its performance of services for others will not prevent proper performance of the services detailed in this Agreement.
7. **Confidentiality.** As used in this Agreement, "confidential information" means trade secrets and proprietary information of the Company disclosed to, observed or learned by Vendor as a result of services performed by it under this Agreement.

Vendor agrees that any confidential information relating to the business or any field of interest of the Company which is disclosed to Vendor in confidence at any time during the term of this Agreement, shall be held by Vendor in a fiduciary capacity solely for the benefit of the Company, and shall not at any time, either during the term of this Agreement or thereafter, be disclosed by Vendor to anyone or be otherwise used by it other than in the regular course of business of the Company, except with the written consent of the Company. Information shall not be deemed to be confidential if it: is already known to Vendor through sources other than the Company; or is or becomes publicly known through no wrongful act of Vendor; or for release by written authorization of the Company.

8. **Limited Liability.** Vendor will not be liable to the Company, or to any person or entity that may claim any right due to its relationship with the Company, for any acts or omissions in the performance of Vendor's services under this Agreement, or on the part of the agents or employees of Vendor, except when such acts or omissions are due to Vendor's willful misconduct or gross negligence. The Company will indemnify Vendor, its agents and employees, from and against any and all liabilities, (including, without limitation, claims, judgments and attorneys' fees) arising directly from the services rendered to the Company pursuant to this Agreement, except when the same arises due to the willful misconduct or gross negligence of Vendor, its agents or employees.

9 General Provisions

9.1 **Assignability of Agreement.** Vendor will not be entitled to assign any of its rights under this Agreement, nor delegate any of its duties or obligations under this Agreement, except as set forth in paragraph 5 and/or except to a succeeding entity of Vendor, without the prior written consent of the Company.

9.2 **Excuse of Performance.** Upon the occurrence of any event not within the control of Vendor, including but not limited to an act of God, earthquake, riot or other civil disobedience, which forces Vendor to defer or cancel fulfillment of the provisions of this Agreement, the Company will release Vendor from any claim for breach of contract or damages attributable to such event. Upon such event, the Company will not be obligated to pay Vendor any further compensation hereunder except, that Vendor will be entitled to compensation and reimbursement of expenses incurred as provided in this Agreement up to the date of such event pursuant to The Rate Card. If Vendor is compelled to defer fulfillment of the provisions hereof, the Company will not be obligated to pay Vendor any further compensation during such period of deferment. In such event, compensation payments will be resumed at the rate provided in paragraph 3 and The Rate Card in the event that Vendor becomes able to fulfill the provisions of this Agreement during the term hereof.

9.3 **Integration: Exhibits and Schedules.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof. Any amendment or modification hereof must be in writing signed by all parties. All schedules attached to this Agreement are incorporated herein by reference.

9.4 **Notices.** All notices by any party to the others must be in writing and may be delivered by personal service, overnight courier or United States mail, postage prepaid and addressed to each party at the addresses set forth on the signature page of this Agreement. Service of any notice so made by mail will be deemed complete upon confirmation of receipt, or if no such confirmation is obtained, at the expiration of the third (3rd) business day after the date of mailing. From time to time, any party may designate a different mailing address by giving written notice to the other parties as aforesaid.

9.5 **Attorneys' Fees.** In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party all costs, expenses and reasonable attorneys' fees incurred by the successful party (including without limitation, costs, expenses and fees on any appeal), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses, and attorneys' fees shall be included as part of the judgment.

9.6 **Choice of Law.** It is the intention of the parties that the laws of the State of California (without regard to its or any other jurisdiction's choice of law provisions) shall govern the validity and interpretation of the rights and duties of the parties to this Agreement.

Survival. Upon termination of this Agreement, Paragraphs 1, 3, 7, 8, 9, 10 shall survive. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors, permitted assigns and personal representatives.

Early termination: Company has and reserves the right to suspend, terminate or abandon the execution of any Service by Vendor upon giving (30) days prior written notice.

In the event that Client should abandon, terminate or suspend vendor's work, Company shall:

Return to Vendor any and all hardware and software installed on Company's computer network by Vendor where title and ownership is retained by Vendor.

Pay 50% of the monthly fee of the unused portion of the agreement in addition to all bills incurred through the effective date of the termination on or before the date of termination.

Pay balance of all project work completed to the date of cancellation that has been incorporated into the monthly fee under this contract.

Return any and all equipment left by Vendor with Company.

Required Notification from Vendor - Vendor may terminate this Agreement if Client should default on its obligations under this Agreement and such default continues for fifteen (15) days after written notice thereof by Vendor. At such time, Vendor may elect to terminate this Agreement and declare all unpaid monies due and immediately payable.