



Service Description: Remote Care

1. SERVICES PROVIDED IN BASE MONTHLY FEE

CDI will provide support services remotely as required to support and maintain Client's existing network (workstations, servers and infrastructure) in proper working order to include:

- Service availability from 8:00 a.m. to 5:00 p.m. unless 24x7 coverage option is included on the Service Order Form (SOF)
- Microsoft Operating System Patch Management
- Secondary virus scans with automated removal
- Spyware scans with automated removal
- Disk defragmentation and cleanup
- Hardware and software inventory
- Network documentation
- Service / incident tracking and reporting
- End-user help desk services (not training)
- Remediation of desktop/server issues and failures
- Monitor/Alert LAN/WAN connectivity
- Monitor/Alert Event logs
- Monitor/Alert Firewall Services
- Monitor/Alert Backup Services
- Monitor/Alert System Resources
- Monitor/Alert Virus Definitions
- Monitor/Alert core server services; restart as necessary
- Report and make recommendations about IT system vulnerabilities
- Firmware updates as needed
- Support of Windows Mobile and Blackberry devices (Server based synchronization only – Support for locally synchronized PDAs is not included)
- Manage System Users, Profiles, Policies, and Groups
- Manage Server File System as needed
- Manage applications as necessary
- Web-based ticketing services
- Periodic Strategy and Review meetings
- Consulting Services/strategic planning
- 3rd party vendor coordination
- Standard Network/System administration functions that can be handled remotely (i.e. user account creations or deletions for hires/terminations, email box creation/setup, password resets, account lockouts, etc)
- Specification of any computer equipment required
- Identify upcoming hardware, software, or service related expenses for budgeting

2. SERVICES NOT INCLUDED IN BASE MONTHLY FEE

The following list of services are not included in this agreement but can be provided by CDI for an additional fee(s):

- The cost to bring Client's environment up to minimum standards required for Services.
- Any services that require an onsite visit
- Any services for moves, adds, changes or projects
- The cost of any parts, hardware, software, or shipping charges of any kind.
- The cost of any licensing, renewals, or upgrade fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.

- Upgrades to 3rd party applications or other software
- Programming or development (modification or creation of software code) and program (software) maintenance unless as specified in Appendix B.
- Training Services of any kind.
- Provision of any equipment or software used in remediation or disaster recovery operations
- Line-of-business application intelligence
- Any services to or resulting from systems not covered by this agreement
- Any services outside of standard business hours (Monday through Friday, excluding holidays; 8:00 a.m. to 5:00 pm) unless 24x7 coverage option is included on the Service Order Form
- Microsoft Exchange database offline defragmentation

3. MAINTENANCE WINDOWS.

When planned service and support will require service interruption, CDI utilizes established maintenance windows for both its own infrastructure and the Clients. The purpose of these maintenance windows is so that the Client can plan for the potential unavailability of service during these times while allowing for required upkeep of both the Client's and CDI's environments. These windows occur each Wednesday from 2300 EST to 0500 Thursday morning or Friday at 2300EST to 0500 Saturday morning, depending on your service area. CDI will use reasonable commercial efforts to minimize the time services will be unavailable and to execute any necessary downtime in the early morning hours, where practical. Occasionally, additional maintenance windows may be required and will be communicated well in advance. If these maintenance windows do not work for Client, CDI will make every reasonable effort to accommodate a maintenance window timeframe per Client's needs.

4. MINIMUM STANDARDS REQUIRED FOR SERVICES.

- All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running business versions of Windows XP Professional or later (no Home versions).
- All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- The environment must have a currently licensed, up-to-date, centrally managed, and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Laptops, and Email.
- The environment must have a currently licensed, Vendor-Supported Data Backup Solution.
- The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- Any Wireless data traffic in the environment must be secured with a minimum of 128bit data encryption.
- There must be a local domain controller in the environment of which all supported desktops PC's and notebooks/laptops are a member.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

5. RETAINER OPTION

Client may elect to keep a retainer on account to be used for Services not included in the Base Monthly Fee. If Client elects not to utilize a Retainer, the hourly rate for all services not included in the Base Monthly Fee is \$175/hr.

- All Services not covered under the Base Monthly Fee are charged against the Retainer according to the following Fee Schedule:
 - Tier 1 engineer (Basic) \$95/hr
 - Tier 2 engineer (Intermediate) \$130/hr
 - Tier 3 engineer (Advanced) \$150/hr
- Services performed during the Weekend, after-hours or on Holidays are billed at a rate of 1.5x of the hourly rates outlined in the Fee Schedule above.
- There is a two (2) hour minimum charge for each on-site visit, including travel.
- CDI makes no warranties as to the duration or completion of any services provided for this Statement of Work. The amount of time rendered is at the sole discretion and direction of Client.
- When the Retainer amount drops to 40% of the original amount, an invoice will be generated to replenish the Retainer.

6. CLIENT RESPONSIBILITIES

- Availability of business owner/key manager for Strategy and Review meetings at your location as requested.
- Any services not included in this Scope of Work
- Leaving all machines covered under this Scope of Work on 24 hours per day.
- Submit service requests electronically through the Online Trouble Ticket System.

- Cooperate with CDI in good faith and provide information as may be requested from time to time.
- Designating a single point of contact regarded as the 'point of contact'. This person will be responsible for being the main interface for communication, providing "eyes and hands" (i.e. for system reboots), receiving notifications and updates from CDI's staff, and receiving alerts as may be required.
- Providing vendor and third party application information (license numbers, support agreement information, etc.) as may be required.
- Providing system, software and hardware testing of any resolution provided related to submitted service requests.
- Paying for any third party application or hardware support that may be required.
- Providing access to CDI to Client's supported network and telephone connections to enable support.
- Maintaining manufacturer's warranty on all Systems Covered
- Implement reasonable modifications or additions to the network requested by CDI at your expense in order to maintain the environment in a supportable state and in good working order.
- Requesting Support - Client may submit trouble and support requests at any time (24 hours per day, seven days per week) to CDI via one of the following methods:
 - o Submit the request electronically through the Online Trouble Ticket System
 - o Email
 - o Call the CDI Helpdesk

For service level commitment and optimal response time, Client should report all trouble issues electronically through the Online Trouble Ticket System.

7. SERVICE LEVEL OBJECTIVES

Upon receipt of a support request through the Online Trouble Ticket System, CDI will respond per the listed Service Level Objectives. CDI will use its commercially reasonable efforts (including by diligently and continuously performing such Services as may be necessary) during CDI's normal business hours to resolve the request as promptly as possible.

Trouble Description	Response time (in hours)
Service not available (all users and functions unavailable).	Within 1 hour
Significant degradation of service (large number of users or business critical functions affected)	Within 4 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Within 8 hours
Small service degradation (business process can continue, one user affected).	Within 24 hours