

1. SERVICES INCLUDED IN BASE MONTHLY FEE

CDI provides the following services via its Remote Management System (RMS) and its Network Operations Center (NOC) function. These services are automated processes and do not include any labor except for notification to Client of any issues or problems on their network detected by the monitoring system.

The automated services include:

- Microsoft Patch Management (O/S, IE only)
 - Secondary Virus scans and cleanup
 - Secondary Spyware scanning and cleanup
 - Disk defragmentation and cleanup
 - HW/SW Inventory reporting (as requested)
 - Monitor/Alert Internet status (up/down)
 - Monitor/Alert Server States (up/down)
 - Monitor/Alert Server hard drive capacity (% full)
 - Monitor/Alert Backup Services (Success/Fail)
 - Web-based trouble-ticketing system
- a) Client understands that many of these automated services only run at night and that in order to receive these services, machines must be left powered on.
- b) Client understands that occasionally a patch from Microsoft might cause problems. Client acknowledges that if this occurs it shall not be construed as negligence on the part of CDI.
- c) Client agrees that if a problem is caused by the application of system patches and requires service to repair, that those services are due and payable via the Retainer outlined in this SOW.

2. SERVICES NOT INCLUDED IN BASE MONTHLY FEE

The following list of services are not included in the Base Monthly Fee but can be provided by CDI at the rates specified herein and billed against the Retainer:

- Any and all costs to bring Client's environment up to minimum standards.
- Any and all service and support time – remote or onsite
- Any and all services needed to resolve issues detected by the Network Monitoring system or the CDI NOC (Network Operations Center)
- The cost of any parts, hardware, software, licensing or shipping charges 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.
- Provision of any equipment or software used in remediation or disaster recovery operations.

3. SERVICES AVAILABLE VIA RETAINER

- a) Any and all service and support time rendered during normal business hours (Monday through Friday, 8:30 a.m. to 5:30 p.m.) is charged against the Retainer according to the following Fee Schedule:
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|----------------------------------|----------|
| • Tier 1 engineer (Basic) | \$95/hr |
| • Tier 2 engineer (Intermediate) | \$130/hr |
| • Tier 3 engineer (Advanced) | \$150/hr |
| • Consultant (Business Strategy) | \$150/hr |

- Travel \$45/hr
- b) Services performed during the Weekend, after-hours or on Holidays are billed at a rate equaling 1.5x of the hourly rates outlined in the Fee Schedule above.
- c) Client fully understands that CDI offers other support options including an unlimited support program for a fixed monthly fee whereby the burden of performance rests solely upon CDI. Client understands that this SOW does not work in that manner.
- d) Client fully understands that this SOW creates an hourly billing relationship with CDI and that all service time rendered for whatever reason expended on behalf of Client is considered due and payable according to the Fee Schedule above.
- e) There is a two (2) hour minimum charge for each on-site visit, including travel.
- f) Client agrees to pay for all time incurred on all support or service requests regardless of how long the issue takes to resolve. Delays causing extended work effort beyond what may be considered standard and customary to Client, for any reason, including but not limited to, manufacturer defects, are considered billable.
- g) 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.
- h) Client acknowledges that services provided under this SOW are reactive and Client takes full responsibility for the direction of services provided.
- i) CDI will make every effort to deliver services as expeditiously as possible.

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, Vendor-Supported Server-based Backup Solution with an industry standard and reliable media device.

5. CLIENT RESPONSIBILITIES

- Cooperate with CDI in good faith and provide information as may be requested from time to time.
- Designate a single point of contact. This person is responsible for being the main interface with CDI for communication, providing remote "eyes and hands" (i.e. for system reboots), receiving notifications and updates from CDI's staff, and receiving alerts from the Monitoring system.
- Provide vendor and third party application information (license numbers, support agreement information, etc.) as may be required.
- Provide 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.
- Provide access to network and telephone connections to enable support.

- Requesting Support - Client may submit service and support requests any time (24 hours per day, seven days per week) to CDI via one of the following methods:
 - Submit the request electronically through the Online Trouble Ticket System
 - Email
 - 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.

6. 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. After hours, weekends and holidays are on a best effort basis only.

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