

Certified Professionals at Work For You!
www.ns4sb.com

2306 7th Avenue SE
Olympia, WA 98501-1903

info@ns4sb.com

Voice/Fax: (360) 866-0504
Fax: (360) 753-2265

Information Technology Support Contract (ITSC)

I. Parties:

A. NS₄SB: Paul D. Walker, Jr., Project Lead

B. Customer: _____

Phone: _____
Fax: _____

II. Scope of Services:

A. General: CUSTOMER is looking for an on going, flexible and responsive IT support relationship for their current and future office IT infrastructure. Current configuration includes a peer-to-peer network:

- 1. DOMAIN: _____
- 2. SERVER: _____
- 3. COMPUTERS: _____

- 4. COMMO: WAN: _____
LAN: _____
- 5. FIREWALL: _____
- 6. ANTIVIRUS: _____
- 7. REMOTE: _____
- 8. UPS: _____
- 9. BACKUP: _____
- 10. GROWTH: _____

B. NS₄SB Obligations:

1. Perform all **Initial Setup Actions** on the Servers, Workstations & Network to bring all supported systems to a standard baseline and thoroughly document the entire system in the resulting Network Notebook.

2. Conduct **Regular Support**.

(a) Regular Support consists of monitoring server logs and other performance indicators, installation of service packs and/or hot fixes, dealing with punch list items, etc.

(b) Regular Support consists of 2 hours of remote monitoring and 2 hours remote/onsite work every month. Therefore, there are 12 scheduled visits in the course of 12 calendar months.

(c) With 24 hours notice, CUSTOMER may defer a Regular Support visit. The 2 hours will still be billed, but will be banked to CUSTOMER' account for use at a later time as an extended visit or scheduled setup of new equipment.

(d) Support that will exceed 2 hours must be approved in advance by CUSTOMER and will be billed in .25-hour increments or taken from banked hours as appropriate.

3. Provide **Emergency Support onsite** within 2 hours of notification for emergency situations. This requirement may be adjusted on a case-by-case basis with the concurrence of CUSTOMER at the time of the notification. Emergency onsite support is billed at a 2 hour minimum. The goal of emergency service is to return the system to a basic functional state to remove the emergency status. Once this is accomplished, further support is considered other IT services.

4. Conduct **due diligence** on CUSTOMER' behalf for issues, fixes, updates and best practices. This includes, but is not limited to: monitoring manufacturer newsletters, newsgroups and web sites; monitoring 3rd party newsgroups and newsletters; monitoring trade journals; etc.

5. Provide **other IT services** as requested by CUSTOMER. This includes, but is not limited to: install and configure new software; develop custom forms and applications; train end users; provide infrastructure growth and enhancements; technical advice and coordination; etc. Estimates will be provided and approved prior to commencing work.

6. Update the **Network Notebook** as required to maintain accurate, up to date information on the entire system.

7. Provide a **trip report** within 1 day of each visit documenting all actions taken during the visit.

C. CUSTOMER Obligations:

1. Provide timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents and employees (collectively, "**full cooperation**"). As these are essential to successful execution of this contract, NS₄SB shall not be liable for deficiencies arising from CUSTOMER'S failure to provide full cooperation. NS₄SB will immediately bring any such deficiencies to the attention of CUSTOMER.
2. Maintain regular, verified **backups** of user data and system state.
3. Provide detailed information of items requiring attention during regular site visits (**punch list**).
4. **Notify** NS₄SB at least 24 hours in advance to cancel or reschedule regular site visits. Hours will still be billed, but will be banked for later use. See Rates for details.
5. Maintain proper **licenses** for all installed software including Client Access Licenses (CAL) for server-based programs.
6. **Communicate** issues and concerns immediately to NS₄SB for resolution.
7. **Pay** promptly as defined in section III.

III. Rates and Payments

A. Rates:

1. NS₄SB's current Server/Network rate is \$100/hour, billed in .25 hour increments: Travel time, based on NS₄SB's office, is billed as follows:

- | | |
|-------------------|-----------|
| (a) 0 – 25 miles | No charge |
| (b) 26 - 50 miles | 0.5 hour |
| (c) 51 - 75 miles | 1.0 hour |
| (d) each 25 | + .5 hour |

2. This contract discounts all support hours by 15% (\$85/hour) in exchange for the following guaranteed purchase in the 12 calendar months following contract acceptance:

(a) Initial Setup	\$255/Server & \$170/wks	_____ (included in FSP)
(b) Regular Support	4 hours/month (\$340 *12)	<u>\$4,080.00</u>
(c) Minimum due under this contract		<u>\$.00</u>

3. **Regular Support:** Billed monthly at 4 hours per support period falling during the month plus any additional Regular Support hours provided over and above banked hours as specified in paragraph IIB2.

4. **Unscheduled Support:** Billed at the same discounted rate subject to the minimum and maximum hour limits specified in paragraph IIB3.

5. **Parts:** NS₄SB will obtain non-emergency parts at www.cdw.com or similar vendor for non-emergencies. Emergency parts will be obtained at the most readily available local source. Parts obtained at retail are billed at NS₄SB cost plus a 10% processing fee. Parts obtained wholesale will be billed at current retail rates without a processing fee. CUSTOMER may obtain NS₄SB specified parts themselves with no charge from NS₄SB.

B. Payments:

1. NS₄SB will invoice at the end of each month. Payment is due upon receipt

2. If CUSTOMER terminates this contract early, all currently invoiced amounts and any unbilled regular support hours (section IIIA2) are immediately due and payable. If CUSTOMER is found to have breached any obligation under this Agreement, then CUSTOMER shall pay to NS₄SB any and all expenses NS₄SB has incurred in connection with collection of amounts owed, including but not limited to, collection services, filing fees and attorneys fees.

IV. **Non-disclosure**

NS₄SB acknowledges that during contract execution they will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by CUSTOMER and/or used by CUSTOMER in connection with the operation of its business including, without limitation, CUSTOMER' business and product processes, methods, CUSTOMER lists, accounts, and procedures. NS₄SB agrees that they will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this contract or at any time thereafter, except as required in the course of this engagement with CUSTOMER.

V. **Venue**

CUSTOMER understands and acknowledges that the offices of NS₄SB are located in Thurston County, Washington. CUSTOMER understands and agrees that any action brought to enforce this agreement may, in NS₄SB's sole discretion, be brought in a court or administrative body in that county. CUSTOMER waives any and all objections to such location, including objections based on jurisdiction or venue, and fully submits to the authority of that court or administrative body.

VI. **Effective Date**

This contract is effective on the later of the 2 signature dates and runs until the last day of the 12th calendar month from that date or, if in conjunction with a SBS/FSP installation, the last day of the 12th calendar month from the date of Delivery Acceptance of the SBS/FSP installation.

CUSTOMER:

NS₄SB:

Signature: _____

Signature: _____

Name:

Name: Paul D. Walker, Jr.

Title:

Title: Technical Director

Date: _____

Date: _____