

## 2008 RETAINER AGREEMENT FOR COMPUTER SYSTEM SUPPORT

The Retainer Agreement is a One Year Contract between LANsultants, Inc. and the Firm for providing computer system support and maintenance for the Firm's computer system(s) at the agreed to facilities.

LANsultants and the Firm agree to the following:

**GUARANTEED RESPONSE TIMES:** Problems effecting the entire network and/or mission critical components will be responded to within 4 business hours. Single PC and other minor problems will be responded to within 8 business hours.

**BILLING RATES:** As a retainer firm you will be billed at the of \$170 per hour for Senior Consultants, \$140 per hour for Network Consultants and \$95 per hour for Technicians. A minimum of 15 minutes will be charged per on-site service visit. These terms & conditions are subject to change each January 1<sup>st</sup> at which time you will be provided with a new Fees & Holiday Schedule. There is no charge for Telephone support and off-site preparation work of less than ¼ hour's duration. Time is billed in 10<sup>th</sup> of the hour.

**SECURITY DEPOSIT:** This retainer agreement requires you to submit a security deposit of \$ 1,000.00. This deposit is only paid once and will roll-over each year that you renew the retainer agreement. Upon the termination or non-renewal of this agreement, the retainer will be applied to any unpaid invoices and the remaining balance, if any, will be refunded to you. The security deposit will not accrue interest.

**INVOICING:** As service calls are responded to the associated costs are recorded in our billing system. When these costs approximate your security deposit you will be provided with an itemized invoice delivered electronically. To renew your service agreement you must pay this invoice. If you elect to cancel this service agreement your security deposit will be applied to this invoice.

**SERVICE TERMINATION - LATE PAYMENTS:** In the event the Firm fails to make payments in a timely manner, generally considered within 60 days of invoice date, LANsultants reserves the right to terminate service and/or refer the matter to legal representation for collection. The Firm shall pay all collection costs including legal fees unless such charge is reasonably disputed. In the event the firm disputes any charge the firm must inform LANsultants in writing within 30 days of invoice date.

**SERVICE TERMINATION - TECHNOLOGY:** In the event the client installs or has installed technologies of which LANsultants is not familiar LANsultants reserves the right to terminate this service agreement. LANsultants requires that 3<sup>rd</sup> parties requiring access to the computer system contact LANsultants in advance to discuss and coordinate said work.

**ROLLOVER:** In the event your pre-paid hours or any portion thereof are not used during the service year any remaining portion will be credited towards the following year's retainer agreement or refunded, if so requested by the firm.

**LOANER EQUIPMENT:** In the event LANsultants cannot repair or provide new equipment promptly comparable loaner equipment, notebooks excepted, will be provided until such time as repairs can be made or new equipment procured. In the event new parts or equipment are required LANsultants shall procure such equipment at competitive prices. The Firm retains the right to procure equipment from other sources. LANsultants requests that the firm consult with LANsultants prior to procuring equipment from 3<sup>rd</sup> parties to determine appropriateness of said equipment.

**HOURS OF BUSINESS:** LANsultant's principal hours of business are Monday through Friday, 8:30am-5:30pm, except holidays as posted on LANsultant's Fee & Holiday Schedule. Night and weekend service are available upon request.

**SERVICE REQUESTS:** All service calls must be requested by telephone at to our service desk at 215-546-3124, Facsimile at 215-974-7070, e-mail at [techs@lansultants.com](mailto:techs@lansultants.com) or via the Internet to our Help Desk program.

**PREVENTIVE MAINTENANCE:** Without specific service request by the firm LANsultants shall provide such preventive maintenance as required to maintain the operations of your computer system. Such maintenance shall include server and workstation operating system updates, new virus definition files and application service packs, hardware tune ups, and surveying of computer system for software licensing needs and security. Our automated monitoring service, Digital WatchTower costs \$50/month for 10 and fewer PC's and \$100 per month for 10 to 50 PC's. Systems larger than 50 PC's may be charged a premium.

**NON-COMPETITION:** Neither party to this agreement shall employ, hire, subcontract or in any other way engage the services of any current employee of the other party, or ex-employee for a period of 18 months after their employment ends with the other party.

**BACKUPS:** Proper backups and maintenance of backup logs are the responsibility of the Firm. LANsultants is not responsible for lost or damaged data.

**RECORD KEEPING:** LANsultants shall maintain detailed records of all service requests and responses. Service call records are accessible through our Service Desk application. Technical documentation is provided upon request. This agreement is in effect for one year commencing on \_\_\_/\_\_\_/2008. A copy of the executed agreement and remittance of specified security deposit must be received prior to the commencement date.

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John S. Miller  
President  
LANsultants, Inc.

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Title:  
Firm:  
Suite:  
Street:  
City-St-Zip:  
Telephone: E-Mail: