

****Discounted per unit pricing if more than 12 PC's or 2 servers****

Terms

Phone & email support

A technician will answer and or return your call (email) within 30 minutes, answer your question or concerns and generate a ticket for support. Support tickets will be prioritized based on your support level and or SBS Tech Solutions LLC diagnosis. SBS Tech Solutions LLC (SBS) will then determine the appropriate course of action within the guidelines of your companies support contact.

Remote Support

A technician, responding to phone\email requests will connect to a covered device via a client supplied internet connection to diagnose, troubleshoot and repair all covered operating system, configuration and application issues as necessary. If problem is with a 3rd party software and \or hardware vendor, SBS will co-ordinate support with said vendor on your behalf. If an internet connection is not available due to failure of Internet Service Providers (ISP's) equipment, client will be responsible to log a support call with ISP granting SBS permission to act as support contact on client's behalf prior to receiving onsite support.

*If internet is not available due to failure of client's internal networking equipment, SBS will consider that as a "business critical" failure and schedule an onsite visit same day to be billed as per your support contract (Or lack thereof, at current emergency rate) for emergency support.

Patch Management

A covered device will be assessed daily for installation of all released Microsoft Service packs and Hot Fixes. Application of any listed by Microsoft as "recommended" or "optional" will be installed solely at SBS's discretion due to potential compatibility issues with 3rd party applications.

***Requires that all PC's and servers be accessible during overnight hours. Please discuss any concerns with leaving PC's on overnight with SBS prior to contract.**

Antivirus – AntiSpyWare Management

Includes installation and maintenance of SBS-Viper managed Antivirus software. SBS requires that all devices on client's network have only a single fully licensed product installed. Any other installed software of this type will be removed prior to contract; this includes 3rd party firewalls and or security suites. SBS will maintain software on a daily basis. This includes but is not limited to ...installation of definition updates, installation of patches and hotfixes and weekly on-line scans

****SBS WILL NOT be liable for any subsequent infection of any type, from any source, for any reason****
Antivirus software even when properly maintained is a prophylactic, not a guarantee!

Antivirus – AntiSpyWare Management ... continued.

Bronze level Clients will be responsible for yearly licensing and renewal fees, typically between \$39 and \$59 per PC per year, depending on product. Client has option to pay vendor directly or pay SBS on an annual basis, depending on existing contract with vendor.

Silver and Gold level clients will have their Antivirus licensing fees paid by SBS!

Remote Monitoring

SBS will install a noninvasive “agent” on all servers and PC’s in client’s environment for the purposes of proactive maintenance, asset inventory, and remote support and patch management. This agent will allow SBS to be informed on a real time basis of potential problems in most cases before the end user is aware of any issue. Client will, depending on support level, receive emailed reports on a regular basis. From our experience, some of these reports may contain notification of “errors” that in our opinion may not constitute an emergency, but are informational in nature. We will work with your support contact to rectify, explain or provide information to ease your mind. Keep in mind that many of these “errors” have been in effect for some time but not visible prior to agent installation. SBS reserves the right to downgrade some of these alerts to a “normal” status as each environment is unique. We will never knowingly allow a possible alert to escalate to a critical status. SBS will attend to all warnings in a timely manner, will notify the client of such and offer advice and/or support of the appropriate course of action. Any incident requiring onsite or remote level support will be billed on an hourly basis as per the clients existing contract or lack thereof.

Licensing

All product licensing is solely the client’s responsibility! This includes but is not limited to the Operating system, Microsoft Office products, Antivirus and **ALL** 3rd party applications. SBS will provide a monthly accounting of licensing requirements to the best of our ability, along with a compliance survey. **SBS will not provide support to unlicensed applications.** Clients must maintain a licensing portfolio to be maintained at the legal place of business, available to SBS at our request. SBS will assist client with any licensing information available to us in our duties while acting as client’s agent. Client will be provided all licensing documentation procured by SBS in client’s name. Client will retain all rights to licensing purchased by SBS and resold to client.

Asset\Inventory tracking

SBS will, via our monitoring software, provide client with a report of all hardware assets, current warranty status and age in a monthly report. Newly added assets will be immediately reported.

Hardware

SBS does not provide any guarantee against hardware failure! Our managed services are strictly for maintenance and monitoring and do not offer any protection, repair, or insurance towards hardware failure or replacement. We strongly recommend that all hardware warranties be kept current regarding hardware replacement. In the event of hardware failure, of any type, SBS will act on your behalf with the vendor to replace said hardware within the limits of vendor's policies and within the scope of your contract utilizing "remote support" prepaid hours. In the event of client not having prepaid hours available SBS will bill client at the current "onsite" hourly rate for all time whether support is via phone, email or onsite. In the event new hardware is purchased for client, SBS will advise client of the options for hardware warranty (Ex. 1 year, 3 years etc.) SBS reserves the right to not include obsolete or outdated hardware as part of support contract. This will be disclosed at time of contract. SBS will advise client of reason why and recommend viable options. If any contracted equipment is "out of warranty" at time of contract, SBS will notify client and recommend options at time of contracted support. SBS will do their best to notify client of all client equipment warranty status as part of monthly asset tracking.

SBS - GFI offsite backup service for "GOLD" clients

- SBS will install and maintain the backup agent on a single device for each covered server. Client will at their discretion select 25 gigabytes of data to be backed up, offsite on a daily basis. Additional data will be billed at a prearranged rate. In any event, client will retain access rights to their data, regardless of relationship with SBS for a period not less than 30 days from time of most recent backup. In the event of dissolution of relationship with SBS, client will have access to said data via direct access to offsite backup partner.
- Microsoft Exchange (email) and SQL (database) backups are available at a nominal fee with the install of the above agent. Offsite backup via SBS-GFI backup DOES NOT allow for restoration of entire server platforms but data only. Client is recommended to maintain a local "Server system state backup" for purposes of complete server failure. Offsite backup is solely for the purpose of disaster recovery. Offsite full system recovery is available for an additional fee. SBS will attempt to backup important business critical data stored on devices other than the clients primary server at our discretion. Please discuss with us in advance.

Notes Continued...

- **Client agrees to provide SBS Tech Solutions LLC with all information available in order to provide contracted services.** This includes usernames and passwords necessary to access devices, account information to ISP's (Internet Service Providers), 3rd party software access and online hosted service accounts. In the event client does not agree to above, client will make available at time of support request a designated "support contact" who will act on SBS's behalf to facilitate access to the above.
- **SBS Tech Solutions LLC is not responsible for user data of any type** Client is solely responsible for any and all backups whether local (onsite) or offsite. SBS will take all steps to preserve data integrity while offering contracted services, including "on the fly" backups. Client agrees that this type of backup will be the sole remedy offered by SBS in the event of data corruption and or loss while performing contracted services. SBS will advise client, in advance, via email of this possibility prior to performing any work which may result in loss of data or while attempting to help client recover such lost or corrupted data. This means, in some instances, that any and all data may only be returned to the state of the most recent saved backup.

Contract

SBS Tech Solutions wants to be your partner! We understand the trials and tribulations of running a small business; **therefore we offer our contracts on a month to month basis.** We ask that all support contracts be paid one (1) month in advance due on the 1st of the month. SBS will cease all contracted remote services after the 15th of any month in which payment is not received. If there is a cash flow problem, just call us and we will attempt to work it out. The first payment plus the one time set up fee is due at time of signing. In addition, any and all 3rd party annual subscriptions will be paid at time of contracts initiation, licensed in your name. All of our offerings are available on an *alacarte* basis, just ask! We can customize our managed solutions to your needs. Our mission is to save your company money, and provide you information and peace of mind.

****Any unused remote support hours included in monthly contract will NOT carry forward (rollover).**

All Clients signing a (1) one year contract paid in advance will receive a 10% discount!

ALA Carte Menu

System monitoring \$19 p\mo. per server, \$5 p\mo. per PC Includes weekly reports and notification by SBS via phone or email of issues or pending concerns. Client will receive a monthly hardware inventory report along with weekly and monthly network status reports. Microsoft patch management is an additional \$5 per device per mo.

Network Equipment support Due to the wide variations in equipment and compatibility with monitoring software SBS does not offer any type of remote contracted support at this time. Speak with one of our partners at time of site survey for options.

Hourly Rates per technician Mon – Fri 8am – 6pm

- Standard onsite first hour Central Suffolk to Queens border \$150 *
- Standard onsite first hour Queens, NYC, and west, East Suffolk \$150 **
- Additional hours all locations \$125
- Remote support via phone or remote access (30 minutes min.) \$85
- Off hours or *Emergency support add 50% to above rates
- Tolls, Parking and Necessary overnight lodging\expenses are billable

Support blocks Any subscriber to one of our contracts has the option to purchase any combination of “additional” or remote support hours, in advance, in blocks of (5) five at a 10% discount. Blocks of (25), purchased in advance, are offered at a 15% discount.

***Minimum 1 hour **Minimum 2 hours**

SBS does not offer First hour or “emergency support” discounts!

***Emergency Support!** This is a tough one as all clients are equally important! Think ER and triage. The easy part first. Any support request not initiated during the above listed time frame will be billed at the emergency rate. Now the hard part. SBS considers any request for immediate response to also be an emergency, onsite or remote, it is up to you. One clients “it can wait till tomorrow”, is another clients “get your %##* here now” Generally speaking, if you require us to drop what we are doing and head over or dial in, you will be billed as such.

Third Party products....

- SBS Tech Solutions LLC offers all of the above services for the patch maintenance, monitoring, and support of Microsoft licensed products only except where specifically mentioned as part of the Antivirus or Offsite backup options.
- Supported software includes Windows XP SP 2&3, Windows 7, MS windows Vista, 2003 server, 2008 and 2012 server, SBS (Small Business Server) 2003 and SBS 2008 server, as well as SBS 2011. All future MS software releases must be approved by SBS prior to installation in order to continue support.
- MS Exchange servers 2003, 2007 and 2010 are supported.
- All current Microsoft supported, non-retired, MS Office suites are included as well. Internet Explorer 8-11, Google Chrome and Firefox Web browsers will be covered.
- SQL server support of any type requires the original installer's co-operation. Please keep up your service contracts!
- It is strongly recommended that users **NOT** be given "administrative" rights, permissions, or access on their PC's unless absolutely necessary. Doing this creates a recipe for disaster and is the culprit behind 75% of all PC issues
- Client may use "included" remote hours as they see fit for maintenance of any type.
- **SYSTEM CRASHES** (Anything that prevents the normal startup) of PC, tablet, smartphone, laptop or server whether hardware or software related is not the responsibility of SBS Tech Solutions LLC! We can advise, update, monitor and patch. What we can't do (under this contract) is predict hardware failure or stop a user from installing the newest internet radio or toolbar. ANYTHING, including a system crash that requires an onsite visit is billable and not covered under any provision of the contract.