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## SERVICES & SUPPORT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ ("Customer"), a corporation of \_\_\_\_\_ whose billing address is \_\_\_\_\_ and CTintegrators, Inc. ("CTI"), a corporation of Virginia, whose address is; 14900 Conference Center Drive, Chantilly, Virginia 20151.

WHEREAS, the Customer is desirous of purchasing Support and Maintenance for their in-house Computer and Communications systems, including all Hardware and Communications software for use in connection with its business practice at the above address, and

WHEREAS, CTI is a systems developer and integrator which represents that it is capable of, and agreeable to, providing Customer with Hardware and Software Support and Maintenance, including training Customers' personnel in use and maintenance of the System.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

### Scope:

This Services and Support Agreement may be used in all areas of on-site, remote access and telephone support except programming and script writing, which require a separate agreement. The cost of hardware and equipment needed for repairs will be charged as needed unless equipment is under current CTI warranty or separate Hardware Replacement Agreement is in force.

Work is to be done by CTintegrators and its' authorized personnel. Work may include all or part of the following services: Consulting with firms management and personnel to determine requirements; installation and maintenance of recommended hardware and software, basic software support and user support, evaluation of available resource material to select possible solutions, testing or demonstration of vendor products and solutions, aid in the selection process, creation of working prototypes and model systems to improve evaluation accuracy, recruitment of outside expertise as necessary to complete the automation strategy, and if needed, documentation of all evidence found.

### Maintenance Period:

Services and Support are provided according to this Agreement during the Principle Period of Maintenance (PPM). The PPM is for CTintegrators is Monday thru Friday 8:30am - 6:00pm excluding Federally recognized holidays. Each on-site Support call incurs a minimum one hour deduction from this Agreement and 15 minute increments thereafter. Each support phone call will incur no charges for the first 10 minutes but is deducted in 15 minute increments thereafter. Remote access support is deducted in 30 minute increments. Service rendered outside the PPM incurs a \$150 surcharge against the first hour. Separate on-site "Trip Charges" are not covered in the agreement.

### Response Time:

CTintegrators recognizes that system uptime is crucial to any deployment. As such CTI will provide the following response times. Acknowledgment to a request for support by telephone within two (2) hours. For non-emergency support such as a request for training or system modifications, within two (2) days, (or as scheduled). For non-critical support where system operation may be compromised, next business day or as scheduled. For emergency support where system is not operational, a technician will be dispatched within four (4) hours. Under this emergency repair clause CTintegrators will use its "best efforts" to return system to operational status within twelve (12) business hours.

### Billing:

Annual accounts more than 30 days past due will revert to full rate service until the account is made current. Annual agreements using more time than allocated in the same month will be invoiced for the additional time at the current Agreement rate. Expenses; including but not limited to; parking & travel outside the DC metro area, long distance phone calls, shipping and mail services, and additional support personnel, or manufacturer support charges are not included in this Agreement. The current Full Hourly Rate is: \$180 per hour, \$250 minimum, \$35 Travel Fee 25-39 miles & \$75 40-80 miles.

### Limits of Liability:

To the maximum extent permitted by law, Customer agrees to limit the Consultant's liability for the Customer's damages so that the total aggregate liability of the Consultant to the Customer shall not exceed \$ 10,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

# CTintegrators

## SERVICES & SUPPORT AGREEMENT

**Indemnify & Hold Harmless:**

Customer further agrees to indemnify and hold CTintegrators, Inc. its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for damages are caused by or result from the negligent or intentional acts or omissions of CTIntegrators Inc., its officers, agents or employees.

**Termination:**

Customer may terminate this Agreement at any time by giving CTI thirty (30) days written notice. Upon notice of termination, CTI will immediately undertake to mitigate any potential damages by inter alia, making reasonable efforts to cancel equipment orders and to return equipment at the customer's request. Customer shall bare all cost of returning said equipment. Cancellation for "Due Cause" shall include, but not be limited to: (a) actual breach of this Agreement by CTI; (b) CTI insolvency or bankruptcy; and (c) any other event that makes it reasonably apparent to Purchaser that CTI will be unable to perform its obligations under this Agreement.

**Standard Pre-paid Consulting & Support Agreement:** (D.C. businesses must pay sales tax)

· Pre-Paid Support Agreement must be paid in advance for the full amount of the Agreement. \*\*

- 12 hrs 155.00 per hour 180 days usage..... \$1,860.00
- 25 hrs 145.00 per hour 180 days usage..... \$3,625.00

**Annual Consulting & Support Agreement:** (D.C. businesses must pay sales tax)

· Annual Agreements are billed monthly and must be paid by the 15<sup>th</sup> of the support month. Time used which exceeds the retainer will be billed at the contract rate the following month. Unused time on Annual Agreements expire two months after the ending Agreement date unless it is renewed.

- 150.00 per hour (10-19 hrs per month)..... Monthly Retainer \$2,250.00
- 140.00 per hour (20+ hrs per month)..... Monthly Retainer \$2,800.00

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_ PO#: \_\_\_\_\_

Please automatically renew this Agreement. \_\_\_\_\_ (Initial)

Customer Support Location:

**CTintegrators, Inc.**

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Company Name

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**6515 Rockland Drive, Clifton, VA 20124**

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Address

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Signature

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Date

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Company Name

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Address

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Signature

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Date

**\*\*If this Agreement is signed at the commencement of services, it *must* be paid within seven (7) business days to be in effect. Payments received will automatically change the start date of this agreement to the date of payment receipt and current services will be invoiced at the current **full hourly rate** defined in the Billing section above.**

I acknowledge I have read the above and understand its content. Initial:   x

Force Majeure.

CTI agrees to work with all due diligence on the tasks assigned, however, CTIntegrators, Inc. shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.