

## Saunders Business Solutions

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# CAP- IT Complete Subscription

Saunders Business Solutions agrees to provide to the Customer the following service for a term of 12 months: and then monthly thereafter until one of the parties terminates for any reason by giving 30 days written notice to the address below.

### Continuous Monitoring

With Continuous Monitoring the Customer will receive real-time service that is substantially differentiated from traditional break-fix or time & material billing.

CAP- IT	Lite	Complete	Gold	Server
Active remote computer monitoring software included	✓	✓	✓	✓
Monitored remote offsite backup included	✓	✓	✓	✓
E-mail alerts	✓	✓	✓	✓
Website Hosting with 6 or more CAP- IT Complete, Gold or Server subscriptions ***		✓	✓	✓

\*\*\* Moving the site and set up of the site will be subject to the normal hourly rates. This does not include creating the website or domain registration but we can provide those services if requested for an additional charge.

### Software Management, Support and Backup

With Software Management and Support the Customer will receive services that support the software you have within the defined limits. The remote offsite backups are secure and monitored by our staff of engineers.

CAP- IT	Lite	Complete	Gold	Server
Support for end user applications (Depending on availability) (1)		✓	✓	✓
Content filtering – if desired	✓	✓	✓	✓
Toll Free number	✓	✓	✓	✓
Online ticket submission and ticket status included	✓	✓	✓	✓
Free copy of Outlook 2010 – with the Hosted Exchange			✓	
Monitored remote offsite backup included (2)	1 GB	4 GB	6 GB	10 GB

(1) The support provided is for the more traditional software programs such as MS Office, Windows, etc. We will provide all the assistance we can with the talent we have available. We are not guaranteeing that we can provide answers to all your questions and programs and the support is limited to basic "how to" type questions. More in depth questions such as database design, photo editing, Excel training, etc. are not included.

(2) Backup space is per computer only and cannot be combined with the exception of Gold and Server. These levels can be combined. Additional space will be billed at \$.75 per GB. Restoration of backups is included for individual files or folders. Restoration of all files on the computer is subject to the plans hourly rates.

## Security Assurance

Saunders will improve the security for your environments without introducing any new security risks.

CAP- IT	Lite	Complete	Gold	Server
Software Firewall included	✓	✓	✓	✓
Spyware protection software included	✓	✓	✓	✓
Adware protection software included	✓	✓	✓	✓
Windows update management included	✓	✓	✓	✓
Antivirus Software – TrendMicro Worry Free included – or equivalent	✓	✓	✓	✓
Up-to-date software and patch information included	✓	✓	✓	✓
Customer e-mail series detailing how to get the most from your system – included		✓	✓	✓
One Hosted Exchange mailbox per computer – included *			✓	

\* Domain and hosting are required but not necessarily on our system. Data transfer will be an additional charge. In order to provide Hosted Exchange all e-mail addresses must use the same system. It is not possible to mix POP3 accounts and Exchange accounts.

## Remote Support and Remote Access

Saunders will provide remote access and will have remote access to your systems.

CAP- IT	Lite	Complete	Gold	Server
Remote access for YOU to YOUR computer	✓	✓	✓	✓
Virus removal – remote only – included		✓	✓	✓
You will be assigned to a tech that will be your main point of contact		✓	✓	✓

Every support incident is documented in our support system that you will have access to via the Internet with a username and password. Any time spent maintaining your system, whether requested or not will be included in this time. Quite often we may log into your system during off hours or at times when you make the system available to us for maintenance is needed by remote access. We will have other support activities that will run as needed without intervention by us or you. We automate many tasks, by doing this, we maximize the available time for other activities. We make every effort to stay out of your way and to not log into the system when you are using it. If, in the event that we do log in when you are using your system, we will immediately back out and schedule a time to perform the maintenance.

All work that we do is performed remotely. If on site work is needed for any reason or if there is a need for you to bring in your computer for hands on work in our office, there will be an extra charge for that work. We do have programs that included this work at an extra charge if you are interested.

iPads, iPhones Smart Phones and other remote hardware are not included in this agreement. Set up and maintenance of these devices will be billed separately at the hourly rate dictated by your plan. This includes configuring the devices for Hosted Exchange or remote access – this time will be billed as mentioned above. We will provide all the necessary credentials for you to set these up. We will also provide instructions for you or your phone provider to use to set up these devices. In many cases, your phone provider will do this at no charge for you.

## On-Site Support

Saunders will provide un-limited On-Site support for an extra charge. The rates below do not include the CAP-IT Lite program. For unlimited On-Site support to cover normal repairs as described in the program the price is 25% of the standard price of the CAP-IT Complete program (discounts do not apply). If you wanted the on-site for CAP-IT Complete would cost and additional \$24.99 per month per computer. On-Site support is limited to the Birmingham Alabama area.

## Computer Speed

Saunders will provide support to keep your computers running a peak performance. Many of the services above will also contribute to speed improvements.

	Lite	Complete	Gold	Server
Computer speed repair – remote only - included		✓	✓	✓
Free initial installation and tune-up – All done remote – One hour limit – included (3)		✓	✓	✓

(3) It takes approximately one hour to set up each computer on the CAP- IT Complete program. This activity will take a little less for Lite and a little more for Gold. During this process we will set up your remote backup, monitoring software, various scanning software, antivirus software, connect to our system for Windows Updates and more. If your system has problems, there is a good chance you will be billed for the time it takes to get your system up to par. We will make every effort to keep you up to date on the time needed for this activity. The time required for the set-up of your Hosted Exchange for the CAP-IT Gold is billed separately and will be billed based on the time spent.

## Quarterly, Semi-Annual or Annual Business Reviews (check the option you would like)

- Quarterly Reviews  
 Semi-Annual Reviews  
 Annual Reviews

The meetings are designed to help ensure we:

- Are aligned with your IT business goals and address any changes as they occur;
- Present all the reports we have captured over the past quarter – ensuring you understand its overall impact to business;
- Review and update you on all the work completed in the last quarter and discuss project(s) in progress;
- Help identify IT solutions that will address existing and future IT requirements allowing you to ultimately make financial decisions.

## Payment Amounts

\_\_\_\_ Number of CAP- IT Lite Computers x \$49.95 = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$25 = \$120 for any non-covered time)

\_\_\_\_ Number of CAP- IT Complete Computers x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$29 = \$116 for any non-covered time)

\_\_\_\_ Number of CAP- IT Gold Computers x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$37 = \$108 for any non-covered time) Includes discounts

\_\_\_\_ Number of CAP- IT Servers (support) x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$37 = \$108 for any non-covered time) Includes discounts

\_\_\_\_ Number of CAP- IT Website Hosting x \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$29 = \$116 for any non-covered time) Includes discounts

\_\_\_\_ Number of CAP- IT On-Site support x \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$29 = \$116 for any non-covered time) Includes discounts

\_\_\_\_ Additional Back-up Space x \_\_\_\_\_ = \$ \_\_\_\_\_  
 (Hourly rate is \$145 - \$29 = \$116 for any non-covered time) Includes discounts

If all the computers are not subscribing to the same service level, please detail which computers will be on which programs

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Hourly rates are subject to change but the discount amount will remain the same. If you subscribe to multiple CAP- IT programs above, your hourly rate will be the lowest of the services.

Total for all services per month \$ \_\_\_\_\_

Services are not transferable between computers except to upgrade services.  
 This Monitoring Service Agreement dated below (the "Agreement") is made between Customer and Saunders Business Solutions.

All Services are for a minimum period of 12 months commencing on the below date (the "Commencement Date"). This Agreement will be automatically renewed on each subsequent anniversary of the Commencement. Any termination of this Agreement or of any renewal thereof must be received by Saunders Business Solutions 30 days before the renewal date.

Service Terms and Conditions

1. Policies & Pricing

- a. Set Monthly Fee. Payments shall be made based on a set monthly fee as detailed above
- b. Adds, Changes and Moves. Any activity that involves these activities are not included in the monthly charges and will be billed hourly based on your hourly rates. For instance, if you retire a computer that is on the program and replace it with a new one, there will be a charge to re-install all the CAP-IT software and to get it up to speed.
- c. Interest. All payments are due within ten days of the date of invoice. Any payment not made in a timely manner shall bear interest at the rate of one and one-half (1.5%) percent per month or fraction thereof, from the date of delinquency until the date of payment.

Payment of Service(s)

Saunders Business Solutions accepts payment in the form of Credit Card (MasterCard, Visa, AMEX and Discover). Full Payment and this Agreement (signed) must be received before services will be rendered each month. (in the event that you would like to pay annually, you can deduct 10% from the annual price 12 x the price above – payable in advance)

Limitation of Liability & Remedies

UNDER NO CIRCUMSTANCES SHALL SAUNDERS BUSINESS SOLUTIONS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR LOSS RESULTING FROM BUSINESS DISRUPTION DUE TO FAULTY EQUIPMENT, EVEN IF SAUNDERS BUSINESS SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SAUNDERS BUSINESS SOLUTIONS FOR DAMAGES OR OTHER RELIEF, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT IN ANY WAY ARISE OUT OF OR IN CONNECTION WITH THE USE AND/OR THE PERFORMANCE OF ANY SOFTWARE.

Warranties and Disclaimers

SAUNDERS BUSINESS SOLUTIONS MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS' OWN REGARDING THE FUNCTIONALITY OF HARDWARE OR SOFTWARE, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT.

Confidentiality

- a. SAUNDERS BUSINESS SOLUTIONS agrees to keep in confidence and not disclose to others the internal structure of the Customer's business, information, data, and personal information.
- b. SAUNDERS BUSINESS SOLUTIONS agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Customer's business and the maintenance of the customer's computer systems.
- c. Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System, but not less than that employed to protect its' own proprietary information.

	<b>Customer</b>	<b>Saunders</b>
<b>Company:</b>		
<b>Approved by: (Please Print)</b>		
<b>Signature:</b>		
<b>Date:</b>		