**Domain Managed Services Agreement Master Services Agreement (MSA)**

1. **PARTIES**

Domain Computer Services, Inc. for good and valid consideration agrees with client (hereinafter called "Customer") to furnish certain computer-related services as provided in this Agreement.

1. **INTRODUCTION**

WHEREAS, Domain Computer Services, Inc. is in the business of managing computer and software systems;

WHEREAS, Customer desires that Domain Computer Services, Inc. manage and support, for the particular use of the Customer, certain hardware and software programs to be used by the Customer.

NOW, THEREFORE, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree to as follows:

1. **DEFINITIONS**
   1. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by Customer specified as per approved quote or any addendum hereto which is used to operate the business which includes the BDR system.
   2. The term "Supported Software" as used in this Agreement refers to software owned by Customer specified as per approved quote or any addendum hereto.
   3. The term "computing device" refers to any computer system that connects to the Technology System on a regular basis and performs a duty.
   4. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees.
   5. The term "Coverage Hours" is defined as the hours when unlimited support can be accessed under this agreement. This will be 24 hours 7 days a week excluding holidays for most support issues and 24 hours 7 days a week only for Server High Priority System Down Tickets. At all other times support will be charged on an hourly basis.
   6. The term "Service Agreement" is defined as Total Information Technology Solution. Total, in this instance, is defined as managing from a remote location with on-site scheduled support and emergency support available on demand based on a flat monthly rate.
   7. Telephony System is defined as the customer's telephone switch (PBX), telephone sets, and other telephony devices which allow for analog and digital voice communication.
   8. ERP is defined as Enterprise Resource Planning. An ERP solution is a technology tool which can maintain inventory, track assets, manage human resource functions etc. It is basically a high end accounting system with modular functionality that can be added depending on the type of business it is serving.
   9. CRM is defined as Customer Relationship Management. A CRM solution is a technology tool which helps organizations manage their customers and provide better service and response time.
   10. VPN is defined as Virtual Private Network - This allows a user to connect to the main Technology System via a remote PC and temporarily join this Technology System as a member thus giving this remote PC access to services in the Technology System.
   11. The term "3rd Party Support Providers" is defined as companies or entities that customer is currently in Agreement with or will Agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support. Customer should provide all 3rdparty support providers a "Letter of Agency" so that Domain Computer Services can be listed as a technical contact so as to resolve problems on behalf of the client.
   12. The term "other monthly support items" is defined as items that are normally supported by other third party vendors such as ERP, CRM, and Telephony systems. If customer desires, Domain Computer Services, Inc. will additionally support these items in the same manner that it supports the Technology System. Additional Fees are determined on a case by case basis.
   13. The term "Uptime" is defined as the amount of time the Technology System is functioning properly.
   14. The term "Desktop Low Priority Non-System Down Ticket" is defined as a support request regarding a single computer issue that still allows use of the computer for most purposes or where a workaround can be used temporarily. Examples would be email access problem, no sound, spell check not functioning, spam email, etc.
   15. The term "Server Low Priority Non-System Down Ticket" is defined as a support request regarding a server issue that does not prevent the network from functioning for most purposes. Examples would be new user or computer setup, backup errors, Windows update errors, etc.
   16. The term "Desktop High Priority System Down Ticket" is defined as a support request regarding a single computer issue that prevents use of the computer for most purposes. Examples would be hard drive crash, virus infection, boot problems, etc.
   17. The term "Server High Priority System Down Ticket" is defined as a support request regarding a server issue that prevents the network from functioning for most purposes. Examples would be a server crash, network switch failure, email system failure, etc.
   18. Liaison - primary contact person between Domain Computer Services, Inc. and Customer. Responsibilities include:
       1. Onsite liaison if needed to restart devices, act as hands on the ground for emergency response if a Domain engineer is not already onsite or before one can get there
       2. Trained to discern, filter and route support requests to Domain Computer Services, Inc. for technical support.
       3. Authorized representative to approve purchases, projects or remediation to address time sensitive issues that require it.
   19. The term "BDR system" as used in this Agreement refers to the hardware and supported software used for Backup and Disaster Recovery purposes installed by Domain to provide BDR services
   20. The term –Disaster Recovery Simulation” is defined as a test demonstrating the ability of the organization to recover.
   21. The term –Offsite synchronization” refers to the client's transfer of local server images to an offsite Domain hosted BDR datacenter. Storing the backups off-site allows the client to recover their data and/or server even if the original backups become corrupted, lost, or otherwise unavailable.
   22. The term –Offsite Storage” refers to amount of space measured in GB that is being utilized in Domain's remote data center
   23. The term –Offsite Storage Overage” refers to the amount of space measured in GB that is being utilized in Domain's remote data center in excess of the amount bundled into base monthly fee
   24. The term –Synchronization backlog” is defined as a scenario that prevents the offsite data copy from staying current. Some common examples that can effect off-site synchronization include:
       1. Oversized image
       2. Rapid data growth
       3. Data moves from server to server OR from volume to volume
       4. Changes in available bandwidth
       5. Decreased synchronization window
       6. Corrupted backups
   25. Client will be notified of synchronization backlogs and be advised if a BDR Reseed is necessary to continue offsite backups.
   26. The term –Synchronization Window” is defined as the available time during which offsite synchronization is permitted.
   27. The term –corruption” is defined as errors in computer data that occur during writing, reading, storage, transmission, or processing, which introduce unintended changes to the original data.
   28. The term –local hardware failure” is defined as malfunction within the electronic circuits or electromechanical components (i.e. disks) of a computer system residing at clients location
   29. The term –major changes” is defined as a scenario where:
       1. Computer hardware is modified
       2. Upgrades to Operating System
       3. Large amount of data is deleted, created or moved
2. **PAYMENT**
   1. Initial Optimization Fee. There is a one-time setup fee to convert customer to Service Agreement compliancy. See Exhibit C for details.
   2. Set Monthly Fee. Payments shall be made based on a set monthly fee as described in Exhibit C.   
      Invoices shall be processed and mailed on or about the 1st of each month by Domain Computer Services, Inc. for the following month's service. Payment for services rendered shall be paid and delivered upon receiving said invoices by Customer.
   3. Optional services along with related fees are described in Exhibit A & Exhibit B. These services may be purchased at the reduced rates shown in Exhibit A and will be billed monthly.
   4. Hard Goods. Hard goods may be purchased by Customer from Domain Computer Services, Inc. or directly by customer. Payment on all hard goods is due before the goods are ordered if purchased by Domain Computer Services, Inc.
   5. Mileage. There is NO CHARGE for mileage to and from Domain Computer Services, Inc. and Customer. This is built into the set monthly fee.
   6. Travel Time. This is NO CHARGE for travel time to and from Domain Computer Services, Inc. and Customer primary location. This is built into the set monthly fee. Additional travel charges may apply to alternate service locations.
   7. Interest. All payments are due within fifteen 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.
   8. Sales and Use Taxes. Customer is responsible for the payment of any state or local, sales or use, or similar fees or taxes arising as a result of the sale of tangible personal property, the provision of services, or both by Domain Computer Services, Inc. to Customer under this Agreement. Domain Computer Services, Inc. may invoice Customer for such fees or taxes and Customer shall promptly remit such fees or taxes to Domain Computer Services, Inc., as the collection agent, upon invoice. The failure of Domain Computer Services, Inc. to invoice Customer for such fees or taxes and shall not relieve Customer from the responsibility for the payment of such fees and taxes. Customer agrees to provide to Domain Computer Services, Inc. proof of Customer's payment of any such fees or taxes upon request.
3. **TECHNOLOGY SYSTEM MANAGEMENT**

The parties recognize that operating the Technology System requires regular supervision, maintenance, upgrades, training, and research. Customer therefore agrees to appoint Domain Computer Services, Inc. as their I.T. Management Consultant. Customer understands that following the advice and instructions of Domain Computer Services, Inc. in regards to the Technology System is necessary in order to maintain its' integrity. Domain Computer Services, Inc. does not have authority to make purchases of hardware or software for Customer unless approved by the Customer in advance. Domain Computer Services, Inc. however also reserves the right to cancel coverage under this managed services agreement for all or some of the Technology System if Customer does not follow its maintenance or upgrade recommendations.

Domain Computer Services, Inc. agrees to provide a team of engineers to manage the BDR system. This team will provide best effort to manage this system in such a way that will ensure backups are running on a regular basis for each system monitored. In addition, the team of engineers will be responsible for maintaining the offsite copy of the Client's backup set. Factors outside of Domain's control such as synchronization backlogs, software or hardware failures, Internet outages, etc. may impact Domain's ability to ensure an up-to-date offsite copy of the data. Domain will provide best effort to identify any such occurrences and notify client what steps may be needed to remediate.

Domain Computer Services, Inc. agrees to provide a team of engineers and the CTO function to manage the Technology System. This team will manage the technology system in such a way that there will be engineer’s proactively visiting customer on a regular basis. In addition, customer will have regularly scheduled technology planning meetings with the CTO.

1. **RESPONSE TIMES AND SERVICE LEVEL AGREEMENT**

All support requests should be made to the support line at 888-330-8808 Option 5 or via email to support@go-domain.com during Coverage Hours. All support requests made via any other source or at any other times will not be covered under this Service Level Agreement. Domain Computer Services, Inc. wishes to keep Customer's Technology System in peak performance. Therefore Domain Computer Services, Inc. will guarantee that at least 95% of the time it will be able to respond to customer problem tickets in the following manner:

1. Desktop Low Priority Non-System Down Ticket: Respond within 8 hours
2. Server Low Priority Non-System Down Ticket: Respond within 4 hours
3. Desktop High Priority System Down Ticket: Respond within 4 Hours
4. File restore up to 1GB: Respond within 2 business hours; Resolve within 4 business hours
5. File restore over 1GB: Respond within 2 business hours; Resolve best effort
6. Problems with local backups: Respond within 4 business hours; Resolve within 3 business days
7. Problems with Offsite sync: Respond within 4 business hours; Resolve within 2 business days
8. Problems with Offsite sync (BDR reseed required) Respond within 4 hours; Resolve within 3 business days after reseed has been received
9. Server restore – Respond within 4 hours; Resolve within 1 day
10. Server High Priority System Down Ticket: Respond within 30 minutes
11. If alternate response and coverage times have been negotiated between Domain Computer Services, Inc. and Customer they will be listed in the approved quote and will take precedence over the response and coverage times listed in this section.

Note: These resolution times assume that replacement equipment is either on hand at customer's site or can be ordered and received such that labor can be performed to meet the SLA. In order to better accommodate quick resolution times it is highly recommended that Customer obtain and keep hot-spare computers as backup for every unique type of computer they have in their inventory. Customer acknowledges that resolution of certain issues may be outside of the control of Domain Computer Services, Inc. such as 3rd party DNS or Internet Service Provider outages.

1. **CUSTOMER COOPERATION**

Customer shall provide reasonable access to its premises and hardware installations to enable Domain Computer Services, Inc. the opportunity to maintain the Technology System. Customer acknowledges that since the network equipment and computers are in their physical control they must hold all responsibility for their care and well-being. This means protecting them from abuse when possible and securing them from improper access or other physical threats. Proper power and environmental conditions are also the responsibility of the Customer in ensuring the well-being of the Technology System. High speed business grade Internet Access with 1 or more static IP addresses is also mandatory for all Customer locations for which support is requested. When support is provided remotely or via telephone the Customer must cooperate by following all directions that they are provided from the support representative. Customer also agrees to assign one employee to be Liaison or contact person to Domain Computer Services, Inc. in order to make communications between both parties effective.

The assigned Liaison will be client   
Office Phone:   
Mobile Phone:   
Work Email:   
Other Email:

Customer will not attempt to hire Domain Computer Services, Inc.'s employees or contractors directly as its own staff or refer to any 3rd party for employment. If Domain Computer Services, Inc. staff are employed or utilized in any capacity by Customer outside this agreement the damages due to Domain Computer Services, Inc. from Customer will be equivalent to one year's annual compensation for the Employee. Additional penalties and damages from Employee to Domain Computer Services, Inc. may also be due.

1. **CONFIDENTIALITY**
   1. Domain Computer Services, Inc. agrees to keep in confidence and not disclose to others any sensitive or confidential material of Customer, its' marketing strategies or other trade secrets.
   2. Customer 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.
   3. Customer and Domain Computer Services, Inc. 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.
   4. Customer may not provide Administrator network access or passwords to any users or 3rd parties without first receiving written permission from Domain Computer Services, Inc. Violation of this policy will release Domain Computer Services, Inc. from any responsibility for the network or repair of damage under the scope of this contract. All subsequent labor to secure or repair the network will be billed at the hourly rate indicated in Exhibit A & Exhibit B.
2. **PROFESSIONAL SERVICES PROVIDED**

Domain Computer Services, Inc. prides itself on being able to offer the absolute highest standards of service available in the industry. Domain Computer Services, Inc. strives to make Customer so much more efficient that the net operating expense of Customer will decrease far further than the costs of Domain Computer Services, Inc.'s service. Following is a list of services provided - all included in the monthly flat-rate fee:

1. **Chief Technical Officer**
   1. Your Domain Computer Services, Inc. CTO will seamlessly become a member of your staff when needed to advise, recommend, and direct the I.T. issues your company faces.
   2. You as the owner/manager of your small business may e-mail our Chief Technical Officers to ask their advice regarding your "Technology System". Periodic on-site meeting with the CTO are included in the Service Agreement Plan.
   3. At your request, our CTO's can physically meet with, or have a teleconference-meeting with your management or outside vendors to determine the best way to handle technical decisions (i.e. Corporate Usage Policy, Employee Training, Accounting Systems, CRM Applications, Bar-coding systems, Telephone Service Providers, Telephone Systems, etc)
2. **Needs Assessment and Inventory Services**
   1. The first order of business is to make a thorough inventory of all computer and computer-related equipment and all software owned by Customer, whether it is currently being used or not.
   2. After that, Domain Computer Services, Inc. will get a good understanding of exactly what Customer does and who within Customer is responsible for each function. Domain Computer Services, Inc. is adept at learning internal business processes and determining what needs to be done to improve efficiency and reduce costs.
   3. Finally, Domain Computer Services, Inc. will assess what Customer has, intends to procure, and what they are trying to accomplish. From this assessment Domain Computer Services, Inc. will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.
3. **Research and Screening Services**
   1. Domain Computer Services, Inc. is constantly researching new and better ways for businesses to do business and receive profit. Domain Computer Services, Inc. will share its research with Customer so that Customer may make informed decisions to improve its success.
   2. In addition to Domain Computer Services, Inc.'s continual research, Customer may request that Domain Computer Services, Inc. research a particular facet of a technology solution such as a new device, or software application. Domain Computer Services, Inc. will research this new technology and report by to Customer with its findings.
   3. Generally after making such findings, Customer will wish to interact with providers and resellers of such technology. Domain Computer Services, Inc. will help Customer by being available to perform screening of such providers and resellers. If the provider/reseller proves the importance of a meeting with Customer then Domain Computer Services, Inc. can arrange such a meeting and attend as well. After the meeting Domain Computer Services, Inc. is available to debrief with Customer and to give its opinion of the technology and service to be provided. From here Customer can make more informed decisions.
4. **Design and Planning Services**
   1. If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, Domain Computer Services, Inc. will plan and design the Technology System or changes to it for Customer. This Technology System may include LANs, WANs, VPNs, and even off site resources in addition to standard hardware and software on site. Advance planning is a major key to being able to end up with a Technology System that is most effective and most efficient. There are several options that may be available, depending on the types of equipment, location(s), and Internet connections.
   2. If Customer already has an existing Technology System, Domain Computer Services, Inc. will determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System and to incorporate the most efficient use of resources.
   3. Planning also includes Server Room layout if available, directory service design, backup procedures, disaster recovery measures, security measures, anti-virus measures and passwords to different levels of information, Internet and Intranet concerns, and remote access and VPN capabilities.
   4. Domain Computer Services, Inc. will help Customer through management meetings and the like, plan major upgrades to the Technology System including ERP, CRM solutions etc.
5. **Training Services**
   1. Domain Computer Services, Inc. will train Customer's employee staff how to take advantage of newer features and technologies of the Technology System such as templates, macros, remote access, etc. as requested. Employees must have basic computer proficiency to take advantage of this advanced training.
   2. Domain Computer Services, Inc. will train the computer liaison for Customer how to perform basic duties such checking backup, restarting network devices, etc.
6. **Remote Help Desk Services**
   1. Domain Computer Services, Inc. provides full time system engineers on staff who have visited the Customer's site(s) and know their Technology System well. These engineers are available by telephone and electronic messaging during normal business hours to answer questions from Customer's employee base and advising the Customer's employee how to self-address the issue on hand.
7. **COMPUTER & SOFTWARE-RELATED MAINTENANCE SERVICES PROVIDED**

1. **Technology System Monitoring Services**
   1. Domain Computer Services, Inc. will monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, improper employee usage, system failures etc.
   2. Domain Computer Services, Inc. will help Customer management by discreetly supervising employee's use of the Internet and other services that are connected to the Technology System.
   3. If the Technology System fails, is breached or is infected Domain Computer Services, Inc. will dispatch support elements to try to repair, clean, or shutdown the problem.
   4. Domain Computer Services, Inc. monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, Domain Computer Services, Inc. will make recommendations to Customer. If Customer fails to follow recommendations Domain Computer Services, Inc. reserves the right to remove the system or device from coverage under this contract and all subsequent support for that system or device will be billed hourly.
2. **Remote Help Desk Services**
   1. In addition to traditional support covered in section 9 Professional Services Provided for Remote Help Desk Services, Domain Computer Services, Inc. will setup the ability to connect to the employee's Windows based system and remotely help/train the employee with their current task.
   2. Domain Computer Services, Inc. reserves the right to notify Customer's management team that a particular employee may need professional training in the event that they are using the computer inappropriately. In this event Domain Computer Services, Inc. will have the right to remove the user from coverage under this Managed Services Agreement until the problem has been addressed. 10 day notice will be provided to client to resolve prior to user coverage being terminated.
3. **On Site Support Services**
   1. Domain Computer Services, Inc. will assume the responsibilities of making the Technology System as efficient as fiscally possible by the Customer. Domain Computer Services, Inc. strives to achieve the highest percent of Uptime possible. Standard guaranteed response times will apply as noted in section 6. Customer receives a telephone number as well as a technical support email address to use to send requests for support to Domain Computer Services, Inc. Domain Computer Services, Inc. will respond as fast as possible to support Customer. All support requests will first be attempted to be handled remotely or over the telephone. If Domain Computer Services feels it cannot meet the requirements of the SLA remotely it will at its own discretion dispatch an onsite support representative to address/resolve the problem. The need for onsite support is decided by a representative of Domain Computer Services, Inc and not by the Customer. The Customer liaison must follow all instructions provided to them to assist Domain Computer Services, Inc. in resolving the problem remotely. This includes but is not limited to restart of devices, checking connections or other requests of the support technician. Onsite installation of new software or hardware is not included under this agreement.
   2. Disaster Recovery measures will also be performed by the engineer. If requested the engineer will train the computer liaison to validate backup to ensure critical data has been backed up.
4. **BDR Managed Services**
   1. Domain will monitor the BDR system for such problems as failing backups, failing alerts, and offsite synchronization issues.
   2. If a file or folder on a Supported Server is lost, missing, deleted or becomes corrupted Domain Computer Services, Inc. will restore for client from BDR system.
   3. If the BDR system fails, Domain Computer Services, Inc. will provide remote support to repair problem. If onsite support is required or requested it will be billed hourly.
   4. Domain Computer Services, Inc. monitors the usage of the BDR system's capabilities. If the capabilities are getting close to being used at full capacity, Domain Computer Services, Inc. will make recommendations to Customer.
5. **BDR Offsite Backup Synchronization and Storage**
   1. Domain will provide best effort to assist in replicating a copy of Supported Servers volume image data to its offsite Domain hosted data center. This data is limited in capacity as to how much can be synced and stored offsite based on budget, technology and bandwidth limitations. Domain will do its best to advise client in advance of when storage, bandwidth or billing limitations may prevent or disrupt offsite storage
6. **OTHER SERVICES FOR ADDITIONAL FEE (NOT INCLUDED)**
7. **Installation \ Upgrade \ Move Services**
   1. If there is an installation of new computer equipment, software, network upgrade, move or other modification to the Technology System this can be provided by Domain Computer Services, Inc. for an additional fee. In most cases, Domain Computer Services, Inc. will try to schedule this work during normal business hours however, afterhours and weekends are also available at an additional charge to Customer. This service is outside the scope of this Service Agreement and will be quoted separately on an hourly or per project basis. These services ARE NOT included in the monthly flat rate fee and some cost examples are provided in Exhibit A. & Exhibit B
   2. In some cases it may be better judgment by Customer to have a third party install or upgrade a piece of the Technology System. However, Domain Computer Services, Inc. reserves the right to audit the install to make sure it complies with industry best practices. Under such circumstances additional security measures such as password changes and firewall modifications may be necessary and will be billed outside the scope of the services covered under this contract and ARE NOT included in the monthly flat rate fee.
8. **Other technology services not contracted for under this contract will be charged for on an hourly or per project basis. These are optional services which are not related to support or maintenance of the current infrastructure, but are rather changes or additions that modify the current environment; Examples of such services include but are not limited to the following:**
   1. Custom software design or programming
   2. Custom modifications to existing software
   3. Network cabling
   4. Support of software or hardware not listed in approved quote
   5. Website design
   6. Custom network configuration changes requested by Customer
   7. Data recovery or data migration services
   8. Additional work required due to negligence on the part of Customer or 3rd party service provider. This includes damage to any covered computers, network equipment or software, failure to pay for or maintain mandatory services or providing false or misleading information.
   9. Additional work required due to Customer failing to meet all of the requirements of this Contract.
   10. Other optional labor requested by Customer that is not required to maintain basic network and computer functionality
   11. New Jersey State requires collection of sales tax on certain services such as physical software and hardware installs. Although software and hardware installs are NOT covered under this agreement, reinstall of some software may be required to troubleshoot software problems. These optional taxable services will be billed separately on your Managed Services invoice. If you choose not to pay for these taxable services they will be billed and invoiced separately as needed.
9. **MAINTENANCE**

Domain Computer Services, Inc. agrees to provide labor for maintenance services to attempt to correct any error reported by Customer and determined by Domain Computer Services, Inc., in its' sole discretion, to be in the Technology System for the term of this Agreement. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Customer. If any work or changes are made to the Supported Servers Domain must be notified in advance so they can plan and modify BDR System configuration or monitoring alerts accordingly. If BDR system failures can be attributed to work or changes by Customer then all time to restore BDR functionality will be billed hourly to the client. If client cannot or will not assist Domain's support staff in troubleshooting remotely then Customer will be billed for hourly onsite support.

1. **WARRANTIES AND DISCLAIMERS**

DOMAIN COMPUTER SERVICES, INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED ON ITS' OWN REGARDING THE FUNCTIONALITY, RELIABILITY OR QUALITY OF HARDWARE, SOFTWARE OR SERVICES, BUT INSTEAD RELIES ON THE WARRANTIES PROVIDED BY THE MANUFACTURER OF EACH PRODUCT. IN PARTICULAR, DOMAIN MAKES NO WARRANTY THAT (A) THE BDR SYSTEM WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE BDR SYSTEM WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE BDR SYSTEM WILL BE ACCURATE OR RELIABLE; AND (D) ANY DEFECTS OR ERRORS IN THE PRODUCTS WILL BE CORRECTED. CLIENTS' USE OF BDR PRODUCTS OR SERVICES IS AT THEIR OWN RISK. BDR SERVICES ARE PROVIDED ON AN –AS IS” AND –AS AVAILABLE” BASIS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE BDR SYSTEM IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE BDR SYSTEM IS NOT INTENDED OR SUITABLE FOR USE IN APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

All hardware covered under this managed services plan must be covered under a full manufacturer's onsite warranty or maintenance plan for the entire duration of the services contract. All software must be the most current version or within one release of the most current available by the manufacturer. All software other than Microsoft must be covered by a separate maintenance or support agreement that must be made accessible to our support techs for assistance if necessary.

***Note: BDR software****is not able to bypass the windows activation. This happens when you perform an HIR restore to another machine windows will still detect the hardware change and may require activation. There is no way to bypass this; Domain cannot and will not do anything that will effect Microsoft Windows activations. Some OEM copies of windows are intentionally locked to specific machines or even hard drives and require special permission from Microsoft for activation. Some OEM licenses cannot be activated on anything except the original machine.*

1. **LIMITATION OF LIABILITY AND REMEDIES**

UNDER NO CIRCUMSTANCES SHALL DOMAIN COMPUTER SERVICES, INC. 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 ANY REASON, EVEN IF DOMAIN COMPUTER SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT THE AGGREGATE LIABILITY OF DOMAIN, ITS SUPPLIERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES FOR ANY AND ALL CLAIMS IN CONNECTION WITH THE BDR SYSTEM OR BDR MANAGEMENT SERVICES IS LIMITED TO THE AMOUNT PAID FOR THAT SERVICE DURING THE SIX(6) MONTH PERIOD BEFORE THE RELEVANT CLAIM OR FIVE-HUNDRED US DOLLARS ($500), WHICHEVER IS LOWER. IF YOUR ACCOUNT IS PAST DUE OR IN ANY WAY IN VIOLATION OF OUR POLICIES OR RECOMMENDATIONS YOU AGREE THAT THERE IS NO LIABILITY OF DOMAIN TO YOU. YOU SPECIFICALLY AGREE THAT THIS DAMAGES LIMITATION IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND DOMAIN

THE STATED WARRANTIES AND THE COMMITMENTS SET FORTH HEREIN ARE IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF DOMAIN COMPUTER SERVICES, INC. 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, HARDWARE OR SERVICE.

1. **DEFAULTS AND TERMINATION**
2. Capital Events of Default
   1. Domain Computer Services, Inc. shall be in default under this Agreement if any of the following occur:
      1. Domain Computer Services, Inc. becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of Domain Computer Services, Inc.;
      2. Domain Computer Services, Inc. is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days;
      3. Domain Computer Services, Inc. fails to materially perform or comply with the terms and conditions of this Agreement.
   2. Customer shall be in default under this Agreement if any of the following occurs:
      1. Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is rendered;
      2. Customer fails to materially perform or comply with the terms and conditions of the Agreement.
3. The initial term of this Agreement will be for **month to month** following the execution date of this Agreement. This Agreement shall renew for additional one month periods unless either party gives written notice of non-renewal in the last month of the term. Early termination will require immediate payment of remaining monthly fees due for term of agreement.
4. Termination of Notice. The party not in default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default. Upon termination, the terminating party shall have all rights under the Uniform Commercial Code or otherwise, whether at law or in equity, that may be available to it. The election of one remedy shall not exclude the election of another.li>
5. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

1. **ASSIGNMENTS**

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

1. **SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1. **FORCE MAJEURE**

Domain Computer Services, Inc. shall not be in default under this Agreement because of any failure to perform in accordance with its' terms and conditions if such failure arises from causes beyond its' control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of Domain Computer Services, Inc.

1. **MODIFICATIONS**

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of Domain Computer Services, Inc. and Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, Domain Computer Services, Inc. and Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and Domain Computer Services, Inc. and Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

1. **NOTICES**

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

Domain Computer Services, Inc.   
1 Corporate Drive   
Cranbury, NJ 08512 

Customer:             Client  
                              
                             

1. **VENUES AND JURISDICTION**

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of New Brunswick, New Jersey (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits' to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

1. **COUNTERPARTS**

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to Domain Computer Services, Inc. by Customer pursuant to the terms of any previous or other existing agreements between Domain Computer Services, Inc. and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

1. **COLLECTION**

If it is necessary for Domain Computer Services, Inc. to employ attorneys for the collection of amounts payable hereunder, all costs and expenses incident to such collection, including without limitation, reasonable fees of such attorneys, shall be added to the amount payable hereunder and be collected as a part thereof.

1. **CAPTIONS AND HEADINGS**

The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

1. **EXECUTION**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this day:

**EXHIBIT A**

(Prices subject to change without notice.)

(Prices also assume reasonable advance notice and a pre-scheduled appointment based on availability. Last minute or Emergency unscheduled requests may require additional fees.)

Optional Services Include:

Wire Drop Installation - Install Network Wiring and Telephone Wiring into a building. General pricing is approximately $195 per dual cable drop, but may vary based on specific office configuration. Cable drops are from one location to another in the same building which are terminated by termination devices and faceplates.

Custom Programming and Solution Development: - Domain Computer Services, Inc. offers custom solutions development to create an enhancement or piece of software that a customer may use to help them better pursue their business. Some examples of how you might benefit from these services include:

\*Writing connector software that can pull data out of one software system and translate it into another system.  
\*Custom database applications  
\*Custom Web Applications  
\*Custom Reporting from ERP and CRM applications  
New server software setup - will be quoted flat fee project or hourly  
New server setup - will be quoted flat fee project or hourly  
Network upgrades - will be quoted flat fee project or hourly  
Software upgrades - will be quoted flat fee project or hourly  
New printer installs - will be quoted flat fee project or hourly

OPTIONAL SERVICE RATES:

As a Domain Managed Services Agreement partner, you will enjoy Domain Computer Services, Inc's discounted rate of $99.00/hr for desktop work and $145.00/hr for server/network/advanced/VOIP work during standard business hours. (If not already included in the flat monthly fee as per your contract in Exhibit C) These discounted rates are only in effect as long as the Customer's account is current and not in default of any of the terms of this agreement.

**EXHIBIT B**

**Billable Service Descriptions for Managed BDR**

Reseeding – Domain will deliver a fully encrypted hard drive to the client’s location. Once the data transfer is complete, the hard drive will be either picked up or shipped back to Domain using a prepaid label.

Server Test Restore – boot 1 virtual server hardware independent restore test image on a loaner server. Confirm OS boot and data is available. This does not include testing for software functionality or services.

Disaster Recovery Simulation - During this test, the organization simulates a disaster so normal operations will not be interrupted. Domain will restore a copy of your server to a standby server and make it available to client.  Disaster scenario should take into consideration the purpose of the test, objectives, type of test, timing, scheduling, duration, test participants, assignments, constraints, assumptions, and test steps. Testing can include the notification procedures, temporary operating procedures, and backup and recovery operations. It may not be practical or economically feasible to perform certain tasks during a simulated test (e.g., extensive travel, moving equipment, eliminating voice or data communication).

Loaner Standby Server - A Standby Server is a second server that can be brought online if the primary production server fails.  Domain Computer Services, Inc. will provide best effort to maintain a standby server for the Customer’s use if necessary. If the Customer’s server becomes unavailable due to hardware failure, Customer has the option to use the Loaner Standby Server or wait until replacement parts are obtained. Up to 7 days of Loaner Standby Server use is complimentary after which cost is $200 per day

Data Archiving - Data archiving is the process of moving data that is no longer actively used to a separate data storage device for long-term retention. Data archives consist of older data that is still important and necessary for future reference, as well as data that must be retained for regulatory compliance. Archived data will be removed from local storage device and kept by Domain in storage. This may also extend useable lifespan of local BDR storage.

**Optional Billable Services Fees (NOT INCLUDED IN BASE MONTHLY FEE)**

(Prices also assume reasonable advance notice and a pre-scheduled appointment based on availability. Last minute or Emergency unscheduled requests may require additional fees.)

|  |  |
| --- | --- |
| Reseed (per incident) | $250 up to 1TB, $500 up to 5TB, $750 5TB+ |
| Server Test | 1 server complimentary after every 3 months of paid service. Max 1 server per quarter. |
| Disaster Recovery Simulation (per server) | Billed Hourly |
| BDR System Support due to Customer Adds, moves, changes | Billed Hourly |
| Full Server Emergency Restore | Billed Hourly |
| All Restores other than basic files/folders | Billed Hourly |
| E-Mail Discovery | Billed Hourly |
| Local Storage Refresh | $400 per TB |
| Offsite storage overage | 0.50 |

**\*\*All support provided prior to start date will be billed hourly**

**Payments are due in advance on the last day of the month for the following month's coverage.**

**Monthly Fee may be modified based on changes to number of computers/servers or covered devices/software during term of contract. Customer agrees that all new computers added during the term of this contract will be added to the monthly service flat fee as per the current per computer fee. Additional servers, printers, software and network devices may be optionally added based on a negotiated monthly fee adjustment between Customer and Domain Computer Services, Inc. Additionally monthly fee will increase 3% per annum year over year after initial 12 months.**

Customer agrees to pay the amount in this exhibit on a monthly basis. This exhibit will be amended on a month to month basis as the Customer's covered technology system grows in size.