

## Starnet Ongoing Service (SOS)<sup>™</sup> AGREEMENT

### PARTIES —

SOS<sup>™</sup> Provider: STARNET DATA DESIGN, Inc. (**Starnet Data**)

SOS<sup>™</sup> Subscriber: \_\_\_\_\_

### AGREEMENT INTENT —

1. To provide a format under which **Starnet Data** delivers Technical Networking Services to customers.
2. To foster a mutually beneficial, bilateral partnership between **Starnet Data** & SOS<sup>™</sup> Subscribers
3. To provide a process whereby technical services can be delivered to SOS<sup>™</sup> subscribers quickly and efficiently without being slowed by other business processes.
4. To enable **Starnet Data** to offer priority response, lower services rates and lower travel related costs to customers willing to prepay for services.

### AGREEMENT PROVISIONS:

#### I - ON-SITE ACCRUAL RATES

##### On-Site Technical Support Rate Schedule – 2 levels, based on type of work performed.

Level A - \$150.00/hr - Basic services for Desktop, Server, LAN/WAN infrastructure, LAN/IP telephony

Level B - \$175.00/hr - Advanced networking services, security, bandwidth management, application performance monitoring, Wireless.

- Rates are based on “Regular” business hours of Monday through Friday, 8:00am – 5:00pm.
- Rates include support for any Starnet Data supported product
- After hours/evening support rates are subject to a 25% premium uplift.
- Weekend support rates are subject to a 50% premium uplift.
- 2-hour minimum accrual for on-site work.
- Travel expense maybe accrued to each on-site visit.
  - \* Within a 25-mile radius from Starnet Data Offices no travel charge.
  - \* Within 26-50-mile radius from Starnet Data Offices a \$50.00 travel charge will apply.
  - \* For locations outside of 50-mile radius from Starnet Data Offices travel charge will be \$75.00 per hour.
- Non Contracted Customers will be charged at a Time and Materials (T&M) rate as follows: Level A Rate - \$165.00/hr / Level B Rate - \$190.00/hr. In addition, a 2-hour minimum will be applied with travel charges if applicable.

#### II - TELEPHONE/ONLINE ACCRUAL RATES

##### Telephone/On-Line Technical Support Rate Schedule –

Level C - \$100.00/hr - Accrued in 15-minute increments. Level D - \$150.00/hr-Accrued in 15-minute increments.

Telephone technical support is offered and accrued in 15-minute increments during the hours of 8:00AM to 5:00PM, Monday through Friday. Telephone support delivered after hours or on weekends would be subject to a premium uplift of 50%.

- Unsubscribed Telephone/On-Line Technical Support Rate - \$120/hr or \$165/hr (Billed in 15-min. increments)

CALIFORNIA: 2659 Townsgate Rd., Ste. 227, Westlake Village, CA 91361 \* ARIZONA: 11022 N 28th Dr., Suite 205, Phoenix, AZ 85029

**III - RESPONSE TIME PROVISION-**

Customers subscribing to this Agreement will be given priority access to our engineering services over unsubscribed customers. In all cases Starnet Data will make a “best effort” attempt to respond to any customer request for assistance.

**IV - GUARANTEED ON-SITE RESPONSE TIME OFFER-**

Starnet Data offers Guaranteed On-Site Response Time for an engineer based on subscriber’s location(s) and on-site response time (e.g. 4 hrs) requested. Please discuss with your Starnet Data Business Development Manager if you are interested in establishing a **Guaranteed On-Site Response**.

**V - KNOWLEDGE TRANSFER-**

**SOS™** customers are encouraged to participate in Starnet Data services. Starnet Data engineers will make every attempt to provide knowledge transfer to client personnel with consideration of time on-site for such purposes.

**VI - PAYMENT TERMS**

\$\_\_\_\_\_ prepaid - Services to be accrued based on rates noted above. Renewal will be offered when the deposit balance is reduced to \$200.00.

**VII - LIMITED LIABILITIES-**

**SOS™** subscriber is to be responsible for the integrity of all their data such that Starnet Data will be held harmless in the event of any data loss. Starnet Data is also to be held harmless for any hardware failure unless the failure of such hardware can be directly attributed to the action of a Starnet Data engineer. Under such circumstance, Starnet Data will repair or replace said hardware.

**Starnet Data** will, in no event, be liable for lost profits, lost savings or other consequential damages as the result of services rendered. Starnet Data disclaims all warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Monies received against this agreement are for technical services only and may not be used toward any other purchases. This includes any hardware, software, license, maintenance, any other data communication equipment or contracts.

**AGREED-**

**SOS™** Subscriber:  
CUSTOMER

**SOS™** Provider:  
STARNET DATA DESIGN, Inc.

\_\_\_\_\_  
Authorized Individual

\_\_\_\_\_  
Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date