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## Computer and Network Systems Service Level Agreement (SLA)

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between Dakotech Inc., a Michigan Corporation, herein after referred to as Dakotech, with offices located in Ann Arbor Michigan and \_\_\_\_\_ a \_\_\_\_\_ (Corporation, LLC, Partnership) herein after referred to as Client.

### RECITALS

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Whereas Dakotech is an IT Company validly existing and in good standing under the laws of the State of Michigan, with power to carry on its business as it is now being conducted.

Whereas Client is a \_\_\_\_\_ doing business in Michigan and is in need of IT services and whereas Client desires to retain Dakotech to service Client under the following terms and conditions:

### AGREEMENT

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Dakotech shall provide to Client Support which includes, but is not limited to the following:

This Agreement is for onsite and remote Corporate Support services provided for the offices, or building of Client, Headquartered at:

Any discounts offered under this Agreement are not transferrable and cannot be extended to other businesses or entities.

1. This Agreement may be used toward residential computer and network support for Client staff and family, providing the work is approved by Client and requested as part of the Client extended user network.
  - 1.1. Troubleshooting of reported computer or network problems,
  - 1.2. Installing and configuring computer operating systems, application software
  - 1.3. Remote support
  - 1.4. User access addition(s) / removal(s)
  - 1.5. Office automation and technology integration, long-term planning, technology consultation
  - 1.6. Computer network asset documentation and acquisition services
  - 1.7. Practice Management Software customizations and interface/file structure design
  - 1.8. Computer, Server and Network security services, network optimization services
2. Additional Support services including, but is not limited to the following may be contracted by client and will be quoted and billed separately:
  - 2.1. Structured Wiring and network physical infrastructure
  - 2.2 Planning

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2.3 Design

2.4 Installation and troubleshooting services

This Agreement includes descriptions of types of Support and the applicable rate structures. New services, and some specific services not explicitly described here may be priced separately than rates described herein. Services requiring their own rate structure will be defined and approved of by Client prior to commencing.

### **SUPPORT TYPES**

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Client shall have the right to purchase from Dakotech the Support type it desires, which include the following:

1. Standard Support / Remote Support
2. Premium Support
3. Consulting Services / Project Management
4. Office Automation
5. Managed Services
6. Specialized, Quoted Services and signed addendum
7. Travel Fees

### **SUPPORT PLAN OPTIONS**

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#### **1. Corporate Standard Support / Remote Support**

- 1.1. The rate for Corporate Standard Support based on the support level the Client chooses found in Appendix A.
- 1.2. Corporate Standard Support is provided by appointment, Monday - Friday from 8 AM to 5 PM (EST).
- 1.3. Corporate Standard Support appointments are scheduled in either the AM (before noon) or PM (after noon) time slots, usually within 2 business days, as call volume and technician availability allows.
  - 1.3.1. Corporate Standard Support may be provided onsite or by working remotely.
  - 1.3.2. If a technician is required onsite an additional flat-rate Travel Fee will be applied as defined in Appendix A.
  - 1.3.3. Standard Corporate on-site Support is billed in one-hour (1) increments for initial hour and quarter hours (1/4) thereafter.
  - 1.3.4. Remote support is billed in one quarter (1/4) hour increments.
  - 1.3.5. All on-going work is billed at actual time over-riding time minimums.
  - 1.3.6. Generally Dakotech will strive to provide the most responsive support to all incoming requests, and therefore clients may receive quicker response to Corporate Standard Support requests during periods of low call volume. This is done in the interest of good Client service and in no way implies Dakotech will always be able, or obligated to deliver immediate resolutions to requests at the Corporate Standard Support rate.

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**2. Corporate Premium Support**

- 2.1. The rate for Corporate Premium Support is based on the support level the Client chooses found in Appendix A.
- 2.2. Corporate Premium Support applies to requests made for support outside of Monday - Friday from 8 AM to 5 PM (EST). Corporate Premium Support also applies to unscheduled requests for immediate response (typically due to Mission Critical situations). Clients demanding an immediate same day support which diverts technicians from other already scheduled tasks will be billed for Corporate Premium Support.
- 2.3. Corporate Premium Support is available 24 hours a day 7 days a week.
- 2.4. Corporate Premium Support may be provided onsite or by working remotely.
- 2.5. If a technician is required onsite an additional flat-rate Travel Fee will be applied as defined in Appendix A.
- 2.6. Corporate Premium on-site Support is billed in one-hour (1) increments for initial hour and quarter hour (1/4) increments thereafter.
- 2.7. Remote support is billed in one quarter hour (1/4) increments.
- 2.8. All on-going work for the same issue is billed at actual time over-riding all time minimums.

**3. Paperless Office Automation**

The Rate for Paperless Office Automation is found in Appendix A.

**4. Consulting Service / Project Management**

The rate for Consulting Services / Project Management is based on the support level the Client chooses found in Appendix A.

- 4.1. Consulting Services Dakotech services either directly to the client or vendor regarding but not limited to the following: new hardware/software selection (example of vendor correspondence billed to client, Dell system selection, QuickBooks pre-sales questions), or general questions answered via phone or e-mail about technology.
- 4.2. Project Management Dakotech manages IT moves between buildings, entities, consolidations and new acquisitions requiring IT management of any sort.

**5. Managed Services**

- 5.1. The rate for Managed Services is based on the support level the Client chooses found in Appendix A.
- 5.2. Managed Services All labor charges for DakoCloud, DakoStorage Remote Backup and Dako services as defined by other signed elected agreements shall be billed as such.

**6. Travel Fees**

- 6.1. A flat fee Travel Fee is applied per-technician, per-visit as defined in Appendix A.
- 6.2. No additional technician travel time is billed to Client.

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## Support Plans

1. **Break / Fix** (Pay as you go, Standard or Premium Support)  
Credit Card on file or Prepayment
2. **DakoIT** (Preventative Maintenance Plan)  
Credit Card on file or Prepayment

### 1. Break / Fix

- 1.1. Pay as you go for IT support as needed.
- 1.2. Target response time is 24-48 hours for support with Standard Support and the Customer associated Rate structure.
- 1.3. Two (2) Hour onsite response time with Premium Support at the Customer associated Rate Structure.
- 1.4. Can lead to highly volatile situations as customers call typically when things are broken requiring Premium Support.

### 2. DakoIT (Preventative Maintenance Plan)

#### 2.1. DakoIT – Level One

- 2.1.1. Includes six hours of Support per month – Typically allocated as:
  - 2.1.1.1. Required: Two hours allocated for critical system updates and management of server and/or desktop workstations (Disk Cleanup and Defragmentation included).
  - 2.1.1.2. Specialty and 3<sup>rd</sup> Party software may need to be updated via scheduled bi-weekly visits.
  - 2.1.1.3. Four hours on-site in bi-weekly scheduled visits or divided up as customer needs mandate to address 3<sup>rd</sup> Party Software updates and/or User issues.
  - 2.1.1.4. Bi-weekly site visits may be canceled the day before their scheduled time and added to another scheduled visit in the same calendar month.
  - 2.1.1.5. Monthly pre-purchased hours do not accrue; hours expire on the last day of the calendar month if not used.
- 2.1.2. Service Contract Fees – Paid Prior to Month
  - 2.1.2.1. Requires a service contract with a minimum of \$600/month guarantee.
  - 2.1.2.2. Includes managed software fee per user.
  - 2.1.2.3. Travel Fees are included for up to two scheduled visits per month.
  - 2.1.2.4. Travel fees apply to all other visits.
- 2.1.3. If additional hours greater than the included six hours are required, standard rates apply as found in Exhibit A operating in either a break/fix or pre-payment.
- 2.1.4. Dakotech may install 3<sup>rd</sup> Party Application(s) to assist in the management and support of the Client's server(s)/workstation(s) environment.

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**2.2. DakoIT – Level Two**

- 2.2.1. Includes ten hours of Support per month – Typically allocated as:
  - 2.2.1.1. Required: Two hours for critical system updates and management of server and/or desktop workstations (Disk Cleanup and Defragmentation included).
  - 2.2.1.2. Specialty and 3<sup>rd</sup> Party software may need to be updated via scheduled weekly/bi-weekly visits.
  - 2.2.1.3. A maximum of four site visits per month or divided up as customer needs mandate to address 3<sup>rd</sup> Party Software updates and/or User issues.
  - 2.2.1.4. Weekly or Bi-Weekly site visits may be canceled the day before their scheduled time and added to another scheduled visit in the same calendar month.
  - 2.2.1.5. Monthly pre-purchased hours do not accrue; hours expire on the last day of the calendar month if not used.
- 2.2.2. Service Contract Fees – Paid Prior to Month
  - 2.2.2.1. Requires a service contract with a minimum of \$1000/month guarantee.
  - 2.2.2.2. Includes managed software fee per user.
  - 2.2.2.3. Travel Fees are included for up to four scheduled visits per month.
  - 2.2.2.4. Travel Fees apply to all other visits.
- 2.2.3. If additional hours greater than the included ten hours is require, standard rates apply as found in Exhibit A operating in either a break/fix or pre-payment.
- 2.2.4. Dakotech may install 3<sup>rd</sup> Party Application(s) to assist in the management and support of the Client's server(s)/workstation(s) environment.

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**PAYMENTS**

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- 1. Payments by Client to Dakotech shall be prompt and Client shall pay under one of the following plans:
  - 1.1. Credit Card on file
  - 1.2. A predetermined Prepayment amount as outlined in Appendix A.
  - 1.3. Signed addendum stating some other form of acceptable payment.
- 2. Rates are outlined herein and in Appendix A.
- 3. A \$35 late fee is added to all corporate payments in addition to 18% interest (compounded annually).
- 4. Dakotech Support Professionals do not accept payments.
- 5. If mailed payments are required, payments shall be mailed to the address on the invoice: Dakotech, Box 1702, Ann Arbor MI 48106.

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**BILLING**

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1. Billable time begins upon arrival at location or upon the beginning of Phone, Email, Remote administration support session.
2. Work cancellation requests for corporate Clients within 48 hours are subject to a cancellation fee the higher of \$100 or 10% of the original estimate.
3. Invoices are sent via Email and/or via U.S. Mail with one or more of the following options applied by Dakotech:
  - 3.1. Within 7 days after support session. This applies to Customers typically in a Break / Fix environment.
  - 3.2. Monthly summary invoice; this applies to Customers typically who have a Credit Card on File or have elected prepaid payment options.
  - 3.3. Progress billing consisting of large projects over one week in duration may incur progress billing for all costs and labor incurred to that date.
4. After 15 days of receiving an invoice amounts due are automatically charged against your Credit Card on file or your Prepayment balance. All billing disputes must be made within 15 days prior to invoice due date via email using managers@dakotech.net.
5. Prepaid Support Clients may receive a weekly summary from Dakotech of billable work performed the prior week under this support contract with an indication of balance remaining in Prepayment account.
6. Prepayment Options, Discounts, Applicable Rates (All prepaid clients are automatically enrolled in the DakoIT Preventative Maintenance Plan as indicated under Dakotech Support Types).
  - 6.1. Dakotech provides discounts for prepaid support. Discounts apply to Corporate Standard Support and Premium Corporate Support
  - 6.2. Corporate Standard Support can be provided at a discounted rate as described in Appendix A when Prepaid, and purchased for the equivalent of forty (40) eighty (80) one-hundred twenty (120) or more hours. Dakotech provides discounts for prepaid support. Discounts apply to Corporate Standard Support and Premium Corporate Support
  - 6.3. Remote, phone and email Support, can be provided at a discounted rate as described in Appendix A when Prepaid, and purchased for the equivalent of forty (40) eighty (80) one-hundred twenty (120) or more hours.
  - 6.4. Any Corporate Premium Support necessary at client location shall be provided at a discounted rate of \$120/hour, and shall be deducted from the prepaid balance.
  - 6.5. Discounts do not apply to software and hardware purchased through Dakotech, as these are generally provided at or near cost as a service to clients.
  - 6.6. Discounts do not apply to travel fees. Each technician dispatched to client location will require a \$35.00 travel fee, per technician, per visit.
  - 6.7. Travel fees will be deducted from prepaid amount balance
  - 6.8. When prepaid support balance reaches five hundred dollars (\$500.00), prepayment can be renewed, or allowed to expire. If allowed to expire, subsequent Corporate Support will be billed at the regular, undiscounted hourly rates.
  - 6.9. Prepayment amounts never expire and are held in escrow.

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- 6.10. All amounts referenced are in U.S. Dollar
7. **Termination of Prepayment Service Support Option** Agreement can be terminated at any time, and the following will apply:
- 7.1. All administrative passwords and proprietary Client data and infrastructure notes including but not limited to user names and passwords will be turned over to Client upon request, within 72 hours of written notice of intent to terminate the SLA. These requests must be sent to [managers@dakotech.net](mailto:managers@dakotech.net). No Client information will be surrendered if outstanding amounts are due on the Client account.
  - 7.2. All final amounts due at Agreement termination are due via check (not credit card) prior to any disbursements of Client data or infrastructure notes including but not limited to user name and passwords.
  - 7.3. Upon notice of intent to terminate a Prepaid Agreement any unused balance of funds shall be returned to Client within 30 days of termination, to allow time for all pending time slips to be reviewed and processed against the balance or service rendered.
  - 7.4. Upon notification of termination of a Prepaid Agreement all discounted rates for subsequent support work not yet billed will revert back to the normal, undiscounted rate structure, including labor necessary to compile and return Client data, the later of which is not to exceed 2 hours.
  - 7.5. If a Client has a balance due at the time of termination of a Prepaid Agreement, said amount due is payable at the current discounted subscribed rate via Check.
  - 7.6. Dakotech can terminate all Prepaid Agreements at anytime refunding all unused funds at Client discounted subscribed rate.
  - 7.7. Subscribed prepaid client rates are set by Dakotech and determined by the Client as referenced in Exhibit A. For rate clarification if needed a subsequent signed addendum may coincide for determining prepaid Amounts when the customer changes the rate structure via new Prepayment amount.
  - 7.8. Email confirmation shall suffice in lieu of a signed renewal or updated SLA or addendum.

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## **SUPPORT REQUESTS & TIME**

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### **1. Requesting Support and Scheduled Appointments**

**1.1.** All Clients will have a Client web portal which is accessed via a username and password. Only personnel that the Client specifies can request support. As many authorized users may be added as the Client needs. Here you may enter new support requests, track your open tickets, add information to tickets, see who your ticket is assigned to, the method of support provided be it on-site or remote and the estimated completion date. Here you may search the interactive knowledgebase of the most common IT issues at your site so end-users can try to remedy easily solved previous events. Only users who are authorized on the web portal may request support via phone. Telephone use is reserved for Mission Critical situations (Corporate Premium Support) or dialogue regarding your office IT operations and new sales inquiries.

### **2. Escalation request from Corporate Standard Support to Corporate Premium Support**

- 2.1.** Clients requesting same day support or requests for immediate assistance for a Non-Mission Critical event would qualify as Corporate Premium Support.
- 2.2.** Generally Dakotech will strive to provide the most responsive support to all incoming requests, and therefore clients may receive quicker response to Corporate Standard Support requests during periods of low volume. This has been done since 1999 in the interest of good Client service and in no way implies Dakotech will always be able, or obligated to deliver immediate resolutions to requests at the Corporate Standard Support rate.

### **3. After Business Hours Support, Weekend Support and Time Commitments**

Unscheduled support provided after Standard Support hours and/or weekends qualifies as Corporate Premium Support unless confirmed in writing, e-mail, quote or the Client web portal.

**4.** Requests for Corporate Premium Support are confirmed within 1 hour and can be made by telephone only to the main Dakotech support number (734-786-3355). The time target window for an on-site technician visit of 2 hours after response is confirmed.

### **5. Time**

- 5.1.** It is assumed that all time spent in dialogue with a customer experiencing an issue or seeking Technical questions of any kind via phone, email or onsite may be invoiced.
- 5.2.** Upon support request and immediate attempt to resolve client issue(s) remotely and/or further information may be gathered by our techs and is billed in actual on going time with a maximum Remote Support (Standard or Premium) attempt of ½ hour (00.5). A site visit may be deemed necessary and subsequent charges invoiced.

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**DEFINITION OF MISSION CRITICAL & RESULTING CONSEQUENCES**

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1. **Non-Mission Critical** When a non-Mission Critical event occurs, Clients are asked to use the Client web portal when requesting support. This includes most issues, such as an offline workstation (where other workstations are available for use), offline workstation printer (where other printers are present), remote user issues, and automatic backup issues.
2. **Mission Critical** Situations are defined as causing major, widespread disruption of office activities, such as an offline server, general network outage, e-mail server outage, office-wide virus activity, or loss of printing capabilities from all user workstations. Dakotech may treat these events as Mission Critical and will respond with a Premium Corporate Support response. Confirmation by telephone of the support request will be made to the Customer, and a targeted on-site response time of 2 hours after initial confirmation via Customer being called back from Dakotech. [i.e. initial call received and confirmed via Dakotech call to Customer at 11:00 a.m. resulting in a Dakotech technician on-site by 1:00 p.m.]
  - 2.1. When a Mission Critical event(s) occur a phone call to 734-786-3355 is required. If after-hours, leave a voice message with description of the problem and the best callback number. Dakotech will respond with a confirmation of a Mission Critical event within one hour of the initial request and a site visit 2 hours thereafter if needed.
  - 2.2. Clients asking for a priority response for non-Mission-Critical issues, including same-day onsite technician visit or technician response at a specific time, including responding with support outside of Monday through Friday from 8 a.m. to 5 p.m. (EST) may be billed for Corporate Premium Support rates.

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### TECHNICIAN TIME SLIPS

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1. **Dakotech Time Slip** all Dakotech technicians are required to fill out a Dakotech Time Slip and have it signed by a representative of your business when providing on-site support. For all on-site visits a copy is stored in a binder (Dakotech Time Slip Storage) which resides at your location near your server. Digital signatures via electronic devices may be used and/or PIN codes of authorized individuals that request support. If Time Slips are used compare them to your invoice later. Dakotech maintains all original documents.
2. **Technicians cannot discuss Hourly Rates or Discounts** Technicians are never allowed to discuss rates or discounts with Client's. Technicians may estimate hours to complete a job. Time Slips are only documentation of the time spent and steps taken in resolving your issues. Rates and discounts can be discussed with your Account Manager and/or Dakotech office staff only..
3. **Offsite Support Time slips** Time Slips for off-site support including but not limited to: phone, email or remote administration may not be provided for you. If one is needed you may request a .PDF be sent via email at months end.

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### CONFIDENTIALITY, SECURITY AND DATA INTEGRITY

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1. Dakotech may identify security risks, breaches, or other liabilities and make specific recommendations in writing for the resolution of these risks. Dakotech cannot be held responsible for exploited security threats.
2. Dakotech accepts no responsibility or liability for lost, missing, or corrupted data caused by viruses, worms, unauthorized user activity (hacking), and the like. From time to time Dakotech may identify specific and threats and may recommend and undertake immediate action to protect Client networks without prior authorization. While this is rare, notice of this action will be given in the earliest reasonable time after the work occurred, including details of what the specific issue was and why immediate action was necessary. Corporate Standard Support services given to intervene or remediate these issues are billable activities for which Client assumes responsibility of payment not to exceed two (2) hours of Standard Support in one (1) month.
3. In order to provide Support Services as described herein, Dakotech technicians will necessarily be privy to and have access to sensitive Client firm data files and other sensitive information. Dakotech agrees to take all reasonable measures to keep all files, client information, passwords, and any other proprietary client data secure and confidential. Dakotech will not delete, remove or alter client data files.
4. When it becomes necessary for Dakotech to remove hardware offsite for service, a Dakotech Inbound Hardware Checklist (DIHC) will be completed and left with the Client, detailing the nature of files known to be on the computer or other equipment. Dakotech will take all reasonable measures to protect this Client data while it is in our possession.

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**DAKOTECH STAFFING**

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1. **NON-COMPETE.** During the period of time that the Customer employs services from Dakotech and for a period of (1) years after the termination or cessation of such employment for any reason (both periods of time, taken together, being referred to hereinafter as the "RESTRICTED PERIOD", the Customer shall not, anywhere in the United States, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder (other than as the holder of not more than one percent (1%) of a publicly held corporation), individual proprietor, joint venturer, investor, lender, consultant or in any other capacity whatsoever, solicit, entice, approach, advance or offer a position for reimbursement or trade of products or services competitive with those developed, designed, produced, marketed, sold or rendered by the Dakotech at any time during the Restricted Period.
2. **NON-SOLICITATION.** During the Service period and the Restricted Period, the Customer shall not, directly or indirectly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venturer, investor, lender, consultant or any other capacity whatsoever: (a) solicit, divert or take away, or attempt to solicit, divert or take away Dakotech Staff or (b) hire, retain (including as a consultant) or encourage Dakotech Staff to leave the employment of the Dakotech, or hire or retain (including as a consultant) any former employee of the Company who has left the employment of the Company within one (1) year prior to such hiring or retention.
3. **ACKNOWLEDGEMENT.** The Customer agrees and acknowledges that their non-competition and non-solicitation obligations hereunder are essential to the protection of the Dakotech's business.
4. **EQUITABLE REMEDIES.** The parties hereto hereby agree that breaches of covenants and obligations undertaken in this Agreement are likely to cause Dakotech substantial and irrevocable damage, which would be difficult, if not impossible, to prove precisely; therefore, it is agreed that this Agreement shall be enforceable by specific performance. If breach is found on behalf of the Customer, the Customer agrees to pay a 6 month average of previous IT labor invoices. This date is determined by the Dakotech staff worker performing IT related services as defined in the Service Level Agreement for the Customer directly and thus circumventing Dakotech services. If the Customer is less than 6 months old 50% of the averaged IT labor generated to date shall be owed.
5. **MISCELLANEOUS.** Dakotech acknowledges that this Agreement does not constitute a contract of employment and does not imply that the Customer will continue their use of services for any specific period of time.
6. Litigated cases where the Customer is in Breach of the Agreement shall only be tried in Washtenaw County, Michigan regardless of where the Customer resides.
7. Rulings against the Customer require the Customer to pay all court and lawyer fees on behalf of Dakotech.

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### **WARRANTY INFORMATION**

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**Dakotech Warrantees** labor for 30 days. Software and hardware warranties are as supplied from the respective manufacturers.

1. Dakotech makes no implied or explicit warranties other than software and hardware will be installed correctly based upon manufacturer and/or industry standards.
2. Return visits or remote sessions initiated in response to warranty service requests may reveal an underlying cause was not due to any failure or error on the part of Dakotech. At that time the return visit may become billable labor at Corporate Standard Support rates. If this is the case Dakotech will provide documentation explaining the root cause and why it is not a warranty issue.
3. Warranty support requests should be made in writing to managers@dakotech.net and shall include the following:
  - 3.1. Statement of known issue
  - 3.2. State how this issue is related to or appears caused by the prior work
  - 3.3. Statement of intended outcome(s)
4. It is the desire of Dakotech to provide superior service, however computers and networks are complex systems with sometimes unpredictable interactions between various applications software and hardware configurations. Dakotech will strive to explain clearly when these unanticipated interactions cause problems which are not specifically tied to warranted work.

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### **WARRANTY EXCLUSIONS**

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1. Generic PCs assembled from off-the shelf components (AKA "White Boxes") are not recommended by Dakotech.
2. Refurbished machines and machines that were previously owned.
3. Any PCs knowingly and intentionally operated by client without a pay licensed virus protection, or unlicensed and un-patched software.
4. As offsite IT administration Dakotech accepts no responsibility or liability for: lost, missing or corrupted data, viruses, worms, hacked systems and similar items resulting in a mission critical situation or financial loss.
5. User error, user inability to run applications, hardware failure and help installing, removing or using software. Dakotech reserves the right to decline any warranty including but not limited to other IT support providers actions, such as: when the user/Client (or another administrator/3<sup>rd</sup> party) elects self-installation of software in a corporate setting without prior approval from Dakotech, this includes but is not limited to: applications, Windows updates, other software updates and any hardware installation. Request for modification must be

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requested with approval granted via email to support@dakotech.net prior to any installations.

6. Dakotech cannot warrant the outcome of work completed on 3<sup>rd</sup> party IP based (multifunction) printers.
7. Dakotech does not service printer hardware of any kind.
8. Dakotech does not service laptop hardware except for memory modules and hard drives.

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**GENERAL ITEMS**

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1. Dakotech policy prohibits installation or support of any pirated or illegal copies of software. Client must be able to produce, on request, proof of ownership for all software with sufficient licenses for the number of users in the office. Original software disks indicating Client as the legal owner including proof of license shall be kept available, preferably in one central place to facilitate verification, software updates, and system reloads.
2. Sometimes Dakotech may be required to contact a 3<sup>rd</sup> party for support [such as a hardware or software manufacturer]. Dakotech will bill the client up to 100% of any costs incurred for this 3<sup>rd</sup> party support.
3. The client is responsible for all drop shipments signed for and left at locations from all carriers. Please provide us with a main contact within your office if you would like to appoint a specific person for this activity.
4. Dakotech recommends corporate grade systems, from manufacturers like Dell, Gateway, HP and similar companies. Dakotech does not generally sell hardware, but as a service can assist with obtaining competitive quotes for Dakotech Clients to purchase the hardware directly. All quotes and time spent via email or phone are billed accordingly as Network Consultation at the rates listed herein.
5. Dakotech hardware support and repair services are limited in scope.
  - 5.1. On Desktop PCs Dakotech generally only performs memory module upgrades. Other hardware upgrades may be obtained from a 3<sup>rd</sup> party vendor.
  - 5.2. Dakotech does not service failed laptop hardware other than replacing hard drives or memory module upgrades.
6. Rates and terms are subject to change, as business conditions merit.

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**DAKOTECH SUPPORT MINIMUM SYSTEM REQUIREMENTS**

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Minimum System Requirements are in place to protect clients from being billed for support equal to or more than the value of the actual equipment

1. Dakotech Minimum System requirements – machines shall have  $\geq 1.0$  GHz processors, machines shall be running one of the following Operating Systems: Windows XP, Windows Server 2003, Microsoft Vista, Windows 7, and Windows Server 2008.
2. Dakotech supports most other Microsoft applications and all 3<sup>rd</sup> party Windows-based applications.

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**NOTICES**

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All notices and major consulting requests in connection with this Agreement shall be made in writing to the address listed below, unless notified by facsimile or email.

To Dakotech Inc.:	To	_____
Dakotech Inc.		_____
PO Box 1702		_____
Ann Arbor, Michigan 48108		_____
Telephone: 734-786-355	Telephone:	_____
Facsimile:	Facsimile:	_____
Email: support@dakotech.net	Email:	_____

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**GOVERNING LAW**

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This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Michigan.

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**ENTIRE AGREEMENT**

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Each party acknowledges that it has read this Agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties. This Agreement may not be modified or altered except by mutual written agreement, signed by both parties.

**Dakotech Inc:**

**Client:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Daniel Kotwicki

PRINTED NAME: \_\_\_\_\_

President

TITLE: \_\_\_\_\_

**Appendix A: Credit Card Payments and Prepayments via Check**

<b>Dakotech Support Rates</b> Credit Card on File	<b>Associated Fees</b>
Corporate Standard Support	\$105.00/hour
Corporate Premium Support	\$150.00/hour
Consultation Including: Office Automation Consulting / Training ( <i>Including Adobe/Time Matters etc. support</i> ) and/or Project Management Services	\$85.00/hour
1 technician/consultant onsite visit	Travel fee \$35 per tech/per occurrence
All Cabling and Infrastructure work	Quoted and billed separately
All hardware or software purchased from 3 <sup>rd</sup> Party ( <i>Dell, Microsoft, LexisNexis etc.</i> )	Not sold by Dakotech, no discount
Any small hardware or software purchased through Dakotech ( <i>Adobe, ESET etc.</i> )	Will be billed separately

<b>Dakotech Prepayment Options, Discounts &amp; Rates</b>	<b>Associated Fees</b>
<b>120 hours Prepayment Corporate Standard Support</b> (Appendix B, may contain other details)	\$10,800.00 <i>\$90.00/hour</i>
<b>80 hours Prepayment Corporate Standard Support</b> (Appendix B, may contain other details)	\$7,600.00 <i>\$95.00/hour</i>
<b>40 hours Prepayment Corporate Standard Support</b> (Appendix B, may contain other details)	\$4,000.00 <i>\$100.00/hour</i>
Corporate Standard Support	Deducted from balance at <b>discounted</b> rate of \$90.00, \$95.00 or \$100.00/hour
Corporate Premium Support	Deducted from balance at <b>discounted</b> rate of \$120.00/hour
Consultation Including: Office Automation Consulting / Training ( <i>Including Adobe/Time Matters etc. support</i> ) and/or Project Management Services	Deducted from balance at rate of \$85/hour
1 technician/consultant onsite visit	Travel fee deducted from balance at \$35 per tech/per occurrence, no discount
All Cabling and Infrastructure work	Quoted and billed separately
All hardware or software purchased from 3 <sup>rd</sup> Party ( <i>Dell, Microsoft, LexisNexis etc.</i> )	Not sold by Dakotech, no discount
Any small hardware or software purchased through Dakotech (Adobe, ESET etc.)	Will be billed separately

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**Appendix B: Scope of work planned for and to be performed against this prepayment plan (if empty as stated herein as Client needing support):**

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**Training**

*As outlined.*

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**Note:** Any software or supplies needed would be paid for separately.

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**Appendix C: Authorization – Support Plan and Payments**

I authorize Dakotech to begin providing network support, computer desktop support, business automation, technology training and other related services. I agree to the Terms and Conditions as described herein, including the financial obligations as described for performing these services.

In order to receive Dakotech service I am providing my Credit Card or Prepayment via Check. In order to receive Discounted Support as described in the SLA, I may provide payment of funds in advance.

Signature of authorized representative	Title
Name	Date
Dakotech Inc., Ann Arbor MI	
Signature of authorized representative	Title
Name	Date