Domain Hourly Support Agreement

Domain Hourly Labor provided by Domain Computer Services, Inc. (hereafter referred to as "DCS") includes the following services: general desktop computer hardware\software support, computer installs and moves, web site design, desktop software troubleshooting, server\network setup and support, telephone system support to you (hereafter referred to as "client"). Higher rates apply for project management, custom software programming\development\customization, security consulting as well as compliance consulting and CTO advisor services. DCS will be the sole judge of what services are or are not covered under Domain Hourly Labor. DCS reserves the right to change the features, benefits or structure of the Domain Hourly Labor Program at any time or for any reason.

Hour usage will be calculated using standard DCS billing practices. All labor hours are rounded up to the nearest ¼ hour increment and charged on the standard hourly rate in Exhibit A. Support via email is calculated using the time spent on preparation and transmission of email correspondence. All support calls placed directly to a consultant's wireless phone have a minimum ½ hour charge. Service on weekends, holidays or after 5PM will incur the Afterhours rate listed in Exhibit A. Additional travel expenses may be charged for labor at locations other than client's primary business office. Client will be billed hours for all labor submitted by DCS staff. Client agrees that they will pay for the time reported by DCS staff exactly as stated. The time presented will be honored and paid for without any additional proof of duration required. Hours may be billed or debited from prepaid retainer at any time for work provided. 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.

All disputes over hour usage or billing on an invoice must be made in writing via certified mail to DCS within 30 days of the statement date. Client agrees that DCS the right to utilize as many hours as DCS deems necessary in providing service. If the client would like to limit the amount of hours utilized for a particular request or project then that request must be in writing and provided at least 24 hours in advance of when the service is requested. This agreement is for project work only and does not guaranteed a response time SLA, for any same day emergency service a fee described in Exhibit A will apply.

*Onsite Labor - Whenever a DCS consultant provides labor at a client's onsite location in the following NJ counties (Middlesex, Mercer, Monmouth, Somerset, Morris, Union) or Manhattan, there is a minimum 2 hour charge and NO charge for travel time. For clients outside of the previously listed NJ counties and Manhattan the minimum onsite charge is 3 hours and they will be billed for one-way travel. DCS reserves the right to charge for tolls, parking and other expenses related to the onsite service visit as well. One way travel time will be based on time of departure from previous work site or office location until arrival at client site. DCS consultants make their best effort to limit wasted travel time, however that is rarely in their control. Client agrees they will pay for the time reported by DCS consultants exactly as stated. The travel time presented will be honored and paid for without any additional proof of duration required.

Clients will receive monthly invoices reflecting hour utilization only if their accounts incur hour usage in the previous month. Invoices are sent via EMAIL ONLY to the billing email address listed above. DCS reserves the right to deny or accept Domain Hourly Labor clients for any reason, or no reason at all. DCS reserves the right to terminate a client's Domain Hourly Labor Agreement at any time or for any reason. DCS will not be liable for any client loss of money, business, data, time, hardware or software related to services provided under this agreement. Furthermore, the Domain Hourly Labor Agreement should, at no time, be construed as a warranty against software failure, improper software installation, and programming or hardware problems. While DCS guarantees that its consultants will extend their best efforts to address any issues that can be appropriately remedied by the services cited above, there is no express or implied performance guarantee. The client is aware

that in certain situations, outside resources, manufacturer assistance, or additional hardware and software may be required to resolve issues; client will be liable for any and all charges incurred. DCS reserves the right to refuse to provide assistance that is beyond the scope of the services cited above and client agrees not to hold DCS liable for any costs or expenditures arising from such refusal.

Client will not attempt to directly or indirectly employ or attempt to obtain the withdrawal from the employment by DCS of any DCS staff. Violation of this request will result in damages due to DCS from Client equal to the total compensation paid to the subject staff member for the previous calendar year. These damages are separate from any damages due to DCS from DCS staff in relation to violation of any employment agreement that may have also been violated.

Client understands that all labor under this agreement is paid for on an hourly basis. What is paid for is DCS' consultants' time, not the results. For example, if it is requested of DCS to repair a computer that is presented to it by the client then the client is responsible for paying for all the billed time regardless of whether the computer is fixed. The client may request in advance that no more than a certain amount of time be spent on a particular task, however the time spent will be the responsibility of the client to pay for regardless of the end result. DCS may waive hourly charges if it feels the time spent was excessive or unnecessary however that is entirely at its own discretion. Client understands that many times troubleshooting and repair of diverse computer and network environments is a complex endeavor and various paths to resolution may need to be attempted. Hindsight may prove that some of these paths are not fruitful; however client understands that since we are engaged only because of their request, they are responsible for our time despite the result. That being said, you have our promise that we will do our best to honor your trust in us to make the best choices in resolving issues as quickly and efficiently as possible. If the client prefers to pay for services on a flat fee basis, then they should request an estimate and will be quoted a fixed fee (non-hourly) price for a strictly defined scope of work.

Response times are based on a best effort basis. For guaranteed response times clients are encouraged to sign up for a fixed monthly fee Domain Managed Services, hourly Domain Flex IT Support, or Managed Core plan that can provide guaranteed Service Level Agreements.

The foregoing constitutes the entire agreement between the parties and may be amended or modified only by DCS. The client has read and agreed to the Terms and Conditions of the Domain Help Desk Agreement, and is an authorized agent for the client per the approved quote.

For any client that has a Domain Managed Service, Flex IT, or Managed Core agreement, those agreements supersede this Domain Hourly Support Agreement.

Exhibit A

Standard Hourly Rate- $195

Afterhours / Architect / CTO Rate- 1.5x Standard Hourly Rate

Same Day Emergency Response Fee- $495