

CONSULTIT+ SERVICES AGREEMENT

The following managed services are provided defined as ConsultIT+ on the order if agreed to by the Customer. DivergeIT shall provide Information & Technology (IT) services on a per engagement basis per this order estimate. In addition to the terms set forth in this agreement, the Services are subject to the DivergeIT Terms and Conditions and Additional Rates are located at www.DivergeIT.com/agreements, unless there are DivergeIT Terms and Conditions attached hereto or there is a signed master agreement with DivergeIT governing such products and services.

- **Assessment:** If selected DivergeIT shall perform an analysis of the scope provide of existing systems in the order and DivergeIT will present our findings & recommendations at a mutually agreed date.
- **Engineering/Architecture:** If selected DivergeIT shall perform research and provide our design per the scope of the order.
- **Project:** if selected DivergeIT shall perform the work outlined in the orders scope of work and work off of a mutually agreed upon schedule at the start of the engagement.

Service Not Included

The following are a list of Services & Costs not covered under this Agreement and can be performed at the sole discretion of DivergeIT:

1. The cost of any Customer owned parts, equipment, or shipping charges of any kind.
2. The cost of any Customer owned Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
3. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind for Customer owned systems or equipment.
4. The cost and Service to bring Customer's environment up to qualify for service.
5. The cost and Service to replace of any network devices, computers and servers due to the Manufactures End of Life not resulting from systems failure.
6. The cost and Service resulting from the Customer's alteration or modification of hardware, software and/or systems other than that authorized by DivergeIT.
7. The cost and Service to upgrade Major Versions of Applications software or Operating Systems.
8. The Installation, configuration, and deployment of any new applications whether acquired from DivergeIT or any other source.

SERVICE QUALIFICATIONS

1. Devices are business class and less than 5 years old from date of purchase
2. All Hardware Manufactures have hardware replacement support availability.
3. All systems have active hardware & support agreements from vendor.
4. Internet Service Providers have 99.99% SLA active support agreements.
5. Operating Systems are not End of Life and are the business grade versions of Microsoft Windows, Linux or Apple OSX.
6. Business process software (ERP, CRM, ETC) has active support agreements.
7. Business productivity software is not End of Life and are Microsoft Office, Google Apps and Adobe CS.
8. Incidents, Issues or Problems must be submitted into DivergeIT's Incident Management Tracking System.
9. Customer or Vendor are available to work with the consulting teams as needed.
10. Any requests that do not qualify for service are solely at the discretion of DivergeIT.

SERVICE REQUESTS METHODS

Service Request Methods may change from time to time, and when they do Customer will be notified in writing of the change. Failure to use current Service Request Methods as defined or by written notice at a later date may cause delayed service response and resolution times. Any subsequent delays in service response and resolution time due to failure to use current Service Request Methods shall not constitute a material breach of this Agreement. Each request will be assigned a Service Request number for tracking.

Support of the Customer's Information Technology Systems will be provided to the Customer by DivergeIT in the included services hours and as needed hours indicated below, excluding the holidays. DivergeIT will respond to Customer's Service Requests in accordance with the Service Targets and will use its best efforts to respond within a reasonable time after hours and on holidays. Additional Services, meaning Service Outside of Included Service Hours, requested by Customer shall incur additional charges.



The following Holiday schedule observed by DivergeIT and can be located at the [OPM.Gov website](http://www.opm.gov). Exceptions include only Columbus Day and Martin Luther King Day where DivergeIT continues to provide regular services. If a Holiday is recognized on a Thursday, the Friday following will be included.

Consulting Team			
Business/Scheduled Hours	Monday – Friday 8am-5pm PST		
After-Hours Callback	Next Business Day		
	Active Engagement Response	Closed Engagement last 30 Days Response	Service Requests methods
Critical	1 Hour	1 Day	Email: help@divergeit.com Portal: http://portal.divergeit.com Instant Message: Desktop Support Portal Phone: (310) 765-7205
Important	2 Hours	1 Day	
Normal	4 Hours	1 Day	
Scheduled	1 Day	1 Day	
Outside Control	N/A	N/A	

DEFINITIONS

1. Incident Impact High: The ability to work has stopped.
2. Incident Impact Medium: The ability to work can continue with workaround.
3. Incident Impact Low: The ability to work can continue.
4. Incident Severity High: All users at the Customer are affected.
5. Incident Severity Medium: More than one user at the Customer is affected.
6. Incident Severity Low: One user at the Customer is affected.
7. Incident Priority 1 (Critical): Incidents that are High Impact, High & Medium Severity.
8. Incident Priority 2 (Important): Incidents that are either High Impact & Low Severity or Medium Impact, High & Medium Severity.
9. Incident Priority 3 (Normal): Incidents that are either Medium Impact & Low Severity or Low Impact, High, Medium & Low Severity.
10. Incident Priority 4 (Scheduled): Incidents that are scheduled for future resolution.
11. Incident Priority 5 (Outside Control): Incidents that are outside of DivergeIT's control.

