



The **RemoteNet** Program
Powered by **bbx**TM
Think Inside the Box!





RemoteNet – Network Maintenance Program

A network services program dedicated to maximizing network uptime by providing scheduled preventative maintenance.

1- The “Small To Medium Business” IT Challenge

Large corporations and small businesses alike have recognized the benefit of outsourcing their IT support needs. Typically, small and mid-sized businesses can’t justify the expense of a full-time IT staff, even though their networks require constant attention. Outsourcing provides the opportunity for these businesses to leverage quality, experienced IT resources within constrained budgets.

2- Description of Services

The **RemoteNet** service program utilizes a combination of a Direct IT’s network **bbx**™ management appliance and quality engineering resources to provide network monitoring, maintenance and support. Direct IT’s support engineers will provide a combination of remote support from our management console and on-site services to ensure maximum network performance and uptime. Direct IT offers both reactive and proactive services to our **RemoteNet** clients.

3- Monitoring

Direct IT is offering a comprehensive network monitoring solution within the **RemoteNet** program.

bbx™ monitoring automatically includes: **Servers, Router, Firewall, Switches,**

Internet Connection and **bbx™ Status.**

One hour will be deducted monthly to monitor up to 5 devices. Certain software applications a/o devices may need to be reviewed and tested before we include them on this Monitoring Service. Additional charges may apply.

4- Reactive & Pro-active

Reactive services are provided on request, as needed by our clients via our dedicated Support Call Center or via e-mail. In the event of a computer or network related problem, we will access the affected component to attempt a resolution of the issue. In the event that resolution is not possible remotely, a support tech and/or network engineer will be dispatched to your location to resolve any issue that is impacting the performance of network resources.

5- RemoteNet Services highlights

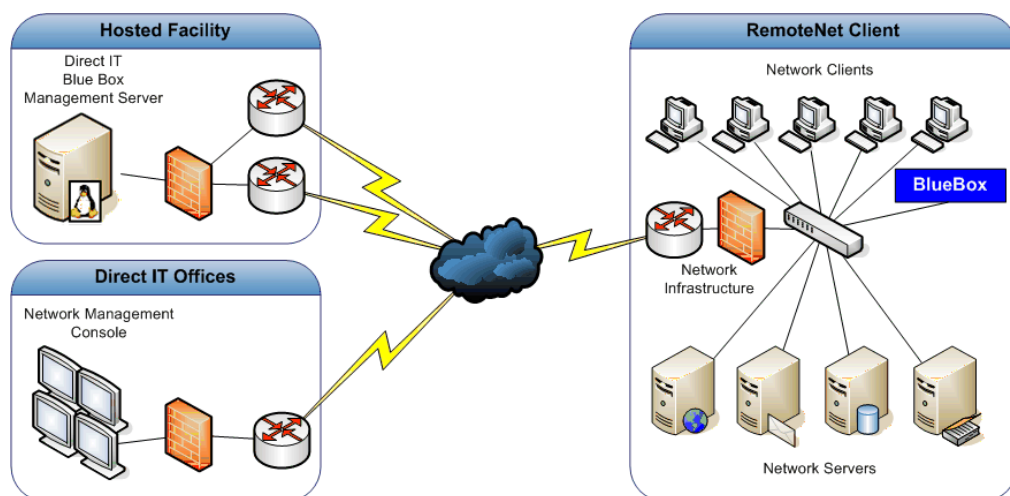
- 1- hour response on all service calls
- Remote and on-site support
- Monitoring and reporting of the data integrity of backup systems, tapes, and tape drives.
- Desktop support
- Monitoring and maintenance of overall network performance.
- Spam and e-mail virus filtering
- Secure connection from home to the office
- Network administration, including adding new accounts, setting up new printers, and more.
- Management of network security, including scheduled password changes, and more.
- Virus updates management.
- Installing updates and patches for network software.
- FREE Server and Workstation Loaner in the event of a workstation or server crash.
- Client renewals for Spam, Firewalls, Anti Virus est.
- On-line ticketing system
- E-Waste recycling of old Servers, Workstations, Laptops and Monitors

Also, you will get:

- **FREE** Monthly On-line training of the most used MS applications, such as Outlook, Word and Excel.
- The Certified Network Engineer will suggest changes and associated tasks as the needs of your company change. Direct IT will provide information on emerging technologies that may be appropriate for your network.

Other services available

- 201 CMR 17 (Massachusetts Security law) Development
- Website Development
- Microsoft Office 365 Partner
- Cloud Services
- IP Based Phone Services (VOIP)





6- RemoteNet Methodology – 5 easy steps

Direct IT offers a five-step solution to efficiently and effectively support your network resources:

6.a- Network Assessment - A discovery session is scheduled to analyze the current network infrastructure and its ability to provide the necessary services.

6.b - Remediation – We will issue recommendations designed to improve your network’s condition. Recommendations will address each aspect of the network as configured, with a goal of maximizing efficiency and return on investment.

6.c - Network Management Appliance – We will install our **bbx**[™] to act as a local access point for remote services and support.

6.d - Stabilization and Documentation – We will complete any upgrade or stabilization projects as agreed from the remediation proposed. Then the network will be fully documented as configured.

6.e - Maintenance – Direct IT will begin scheduled monthly sessions to perform necessary maintenance tasks and to continually assess network performance.

7- RemoteNet Program Costs

Month-to Month and Yearly **RemoteNet** Programs are designed as a retainer-based services agreement. Your retainer entitles you to a fixed effort, measured in Engineering Service Blocks.

7.a- Monthly Service Fee:

Direct IT provides the flexibility of month-by-month billing of your **RemoteNet** hours . Based on your needs, we will determine the appropriate number of hours needed every month. These blocks are priced at a significant discount, and the hours expire at the end of each month. Should additional services be required in any month, they will be billed at the Monthly negotiated rate.

7.b- Yearly Contract:

Yearly contracts are also available. With a yearly contract your **RemoteNet** hours will not expire at the end of each month, but they will be rolled over to the next months towards excess billing, training or projects for One year from the contract start date.



8- RemoteNet Contract

8.1- Contract length. Choose one

Start Date: .../.../2011

Monthly Yearly

Monthly Fee	Included Hours	Hourly Rate
\$1,425	15	\$95

SERVICE LEVEL AGREEMENT

- DIRECT IT WILL PROVIDE RESPONSE TO REPORTED ISSUES WITHIN 1 HOUR OF RECEIPT OF REQUEST.
- DIRECT IT WILL ATTEMPT REMOTE RESOLUTION OF REPORTED ISSUES WITHIN 2 HOURS OF RECEIPT OF REQUEST.
- DIRECT IT WILL ATTEMPT ON-SITE RESOLUTION OF REPORTED ISSUES WITHIN ONE BUSINESS DAY OF RECEIPT OF REQUEST.
- DIRECT IT'S NORMAL BUSINESS HOURS ARE Monday THROUGH Sunday, 8:30 AM TO 5:30 PM, EXCLUDING HOLIDAYS.
- DIRECT IT'S Extended business hours MONDAY THROUGH Sunday, 5:30 PM TO 8:00 PM, EXCLUDING HOLIDAYS.
- DIRECT IT WILL PROVIDE web design and web programming services at 1.5 times the normal hourly rate. The response time on web service requests is 24 hours and IT- response time obligations will not apply to web service requests.

TERMS

There is a two-hour minimum charge for all on-site labor, plus one-way travel time.
 There is a 15 minute minimum charge for all remote labor, applied in 15 minute increments.
 Maintenance service performed during off-business hours (week-end, holiday & evenings) is available at a higher rate.
 Monthly payments are due in full at the beginning of each month for services to be rendered that month.
 If the monthly contract is signed, each party may cancel only with a full 30 day notice.
 If the yearly contract is signed, it will automatically renew for an additional year at the end of the contract unless cancelled by you in writing 30 days prior to the end of the contract. Available hours have Zero Dollar (\$0.00) value.
 In order to be able to use your roll over hours, you must be in good standing with all your payments in accordance to this contract. Please note that the Blue Box is the property of Direct IT.
 Please contact your Account Executive for more information.

Non-Solicitation of Employees

WHILE THIS AGREEMENT IS IN EFFECT AND FOR TWO YEARS AFTER COMPLETION OF THE SERVICES, CLIENT SHALL NOT DIRECTLY OR INDIRECTLY SOLICIT TO HIRE, OR HIRE, OR CONTRACT FOR SERVICES WITH, ANY PERSON WHO WITHIN THE PRECEDING 6 MONTHS WAS AN EMPLOYEE OR ONGOING CONTRACTOR OF DIRECT IT. CLIENT AGREES THAT THE RESTRICTIONS SET FORTH IN THIS SECTION ARE REASONABLE AND NECESSARY IN ORDER TO PROTECT THE LEGITIMATE BUSINESS INTERESTS OF DIRECT IT AND DETERMINING THE DAMAGES TO DIRECT IT WOULD BE VERY DIFFICULT. CLIENT THEREFORE AGREES THAT IN THE EVENT OF A BREACH OF THIS PROVISION, AS REASONABLE COMPENSATION AND NOT AS A PENALTY, CLIENT SHALL PAY TO DIRECT IT AN AMOUNT EQUAL TO THE ANNUAL COMPENSATION OF THE INVOLVED PERSON; AND ADDITIONALLY, DIRECT IT SHALL BE ENTITLED TO INJUNCTIVE AND SUCH OTHER JUDICIAL RELIEF AS MAY BE DEEMED PROPER BY A COURT OF COMPETENT JURISDICTION.

8.2- RemoteNet Program Acceptance

Please initial the option of your choice above, fill in and sign the form below, then fax to 781-890-3636

Company: _____ Date: _____

Name: _____ Title: _____

Signature _____ PO #: _____



Optional RemoteVault

RemoteVault Program is a completely automated service that backs up Server data, archives it in a secure, offsite data center and makes it available for recovery. It offers Disaster Recovery, lets you retain full control of your data protection while cost-effectively outsourcing the data backup, offsite storage, archiving and recovery tasks.

Service Cost Summary

GB of Storage	Rates
1-15	1.5hrs
16-30	3hrs
31-45	4.5

GB of Storage	Rates
46-60	6
61-100	8.5
100+	Call

TERMS OF AGREEMENT

RESPONSIBILITIES AND OBLIGATIONS OF CUSTOMER.

- THE CUSTOMER ACKNOWLEDGES THAT THE DAY-TO-DAY OPERATION OF THE REMOTEVAULTING SERVICE WILL, IN PART, DEPEND ON CERTAIN KEY PROCESSES AND RELATED EQUIPMENT OWNED BY THE CUSTOMER THAT ARE WHOLLY UNDER THE CUSTOMER'S CONTROL.
- INSTALLATION AND CONFIGURATION. CUSTOMER WILL BE RESPONSIBLE FOR PROVIDING COMPLETE NETWORK ACCESS TO THE DIRECT IT ENGINEER FOR INSTALLATION AND CONFIGURATION OF THE REMOTEVAULTING OFFSITE STORAGE SOLUTION.
- SERVICE TO A SITE ON A PREARRANGED INSTALLATION DATE. CUSTOMER WILL BE RESPONSIBLE FOR PROVIDING THE NECESSARY POWER, NETWORK CONNECTION AND APPROPRIATE ENVIRONMENT TO SUPPORT THE REMOTEVAULTING SERVICE AND THE EQUIPMENT, IF APPLICABLE. CUSTOMER WILL DESIGNATE A NOMINATED REPRESENTATIVE WHO WILL BE AVAILABLE AT ALL TIMES TO WORK WITH DIRECT IT'S ENGINEER DURING THE INSTALLATION OF ALL NECESSARY EQUIPMENT AND SERVICES.
- OPEN FILES. CUSTOMER WILL BE RESPONSIBLE TO CLOSE ALL DOCUMENTS FOR A COMPLETE BACK UP, DIRECT IT CANNOT GUARANTEE TO SUCCESSFULLY BACKUP ALL OPEN FILES.
- UPON INSTALLATION, CUSTOMER WILL BE ISSUED REMOTEVAULTING ENCRYPTION KEYS. Direct IT IS NOT RESPONSIBLE FOR STORING CUSTOMER'S REMOTEVAULTING ENCRYPTION KEYS, AND Direct IT WILL ACCEPT NO RESPONSIBILITY FOR STORING THE SAME. LOSS OF THE KEYS BY CUSTOMER WILL PREVENT RECOVERY OF THE REMOTEVAULTING SERVICE AND CUSTOMER'S BACKUP DATA. Direct IT HAS NO KNOWLEDGE OF CUSTOMER'S ENCRYPTION KEYS.
- CUSTOMER WILL PAY FOR RESTORATION AT AN HOURLY RATE. RESTORATION TIME IS DEPENDANT ON INTERNET CONNECTION SPEED.
- COMPLIANCE. CUSTOMER WILL AT ALL TIMES MAINTAIN ALL REGISTRATIONS AND COMPLY WITH ALL APPLICABLE LAWS AND LICENSING FEES AS MAY BE NECESSARY FOR ITS USE OF THE EQUIPMENT AND THE REMOTEVAULTING SERVICE.

LIMITATIONS OF LIABILITY.

- THERE IS A 1 HR RESPONSE TIME FOR ALL INQUIRIES. INITIAL BACK UPS TO THE VAULT ARE DEPENDANT ON THE INTERNET CONNECTION SPEED.
- LIMITATIONS OF LIABILITY. THE LIABILITY OF DIRECT IT TO THE CUSTOMER OR ANY OTHER PERSON OR ENTITY UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED BY THE SPECIFIC PROVISIONS OF THIS AGREEMENT. DIRECT IT'S TOTAL LIABILITY TO THE CUSTOMER WITH RESPECT TO ANY INTERRUPTION OR OUTAGE OF THE DIGITILITI SERVICE SHALL BE LIMITED TO ONE MONTH PAYMENT OF THE CUSTOMER AS SET IN THE PRICE SECTION OF THIS AGREEMENT.
- CLARIFICATION. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, IN NO CIRCUMSTANCE SHALL DIRECT IT BE LIABLE TO REMOTEVAULTING CUSTOMER UNDER OR IN CONNECTION WITH THE AGREEMENT OR OTHERWISE FOR:
 - ANY LOSS OR CORRUPTION OF DATA (WHETHER TEMPORARY OR PERMANENT);
 - INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, COST OF CAPITAL, HOWEVER CAUSED, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR
 - INABILITY TO RESTORE DATA DUE TO THE LOSS OF CUSTOMER'S ENCRYPTION KEYS.
- DIRECT IT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE REMOTEVAULTING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY LICENSOR OF COMPANY BE LIABLE OR RESPONSIBLE TO CUSTOMER WITH RESPECT TO ANY ASPECT OF THE SERVICE PROVIDED BY DIRECT IT PURSUANT TO THIS AGREEMENT.

RemoteVault Option Acceptance

Signature:

_____ Date: _____



Optional E-Mail Filtering Solution

As an additional option, Direct IT offers a comprehensive e-mail Spam and virus filtering service for Remote Net customers. This service filters unwanted Spam and dangerous viruses from Internet e-mail. Our solution is designed to filter all incoming mail using state of the art technologies, and can be utilized in a variety of environments.

Service Cost Summary

Mailbox Count	Monthly Fee
1 - 30	Additional ½ hour per month to Remote Net Fee
31 - 100	Additional 1 hour per month to Remote Net fee
100 +	Please call

Service Summary

Direct IT will configure all of your Domain’s e-mail to be sent to our hosted site. There, all mail will be filtered for viruses, bugs and Trojans. Then the e-mail is run through a series of Spam filters to determine its validity as necessary e-mail. Once the message makes it through the filter, it is redirected to the internal or hosted mail server. Any e-mail that is deemed to be Spam or contains suspect attachments is kept in a user specific quarantine that is accessible via a standard web browser. These quarantines can be reviewed at any time if an e-mail is wrongfully identified as Spam. Direct IT’s E-mail Director allows individual users to contribute to the filters that are applied to their e-mail. User specific “White Lists” are easily created from the quarantine’s menus.

IN NO EVENT SHALL DIRECT IT’ AGGREGATE LIABILITY EXCEED A MAXIMUM AMOUNT EQUAL TO ONE MONTH PAYMENT RECEIVED FROM THE CUSTOMER FOR MONTHLY CONTRACT. IN NO EVENT WILL DIRECT IT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR INDIRECT OR INCIDENTAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF E-MAIL, LOSS OF DATA, LOSS OF USE, OR LOSS OF PROFITS EVEN IF DIRECT IT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR FOR EXEMPLARY OR PUNITIVE DAMAGES. DIRECT IT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS SERVICES.

E-Mail Filtering Option Acceptance

Please indicate the option of your choice above, sign the form below, then fax to 781-890-3636.

Company: _____ Date: _____

Name: _____ Title: _____

Signature _____ PO #: _____