

REMOTE MANAGED SERVICES DESCRIPTION FOR STARTREADY APPLIANCES

The terms and conditions of this remote managed service description (“Service Description”) are in addition to the terms and conditions of the written commercial agreement (e.g., Master Agreement) between Customer and RTS (the “Master Agreement”), and these terms and conditions are incorporated into each Order for remote managed services for StartReady Appliance(s) (the “Services”). In the event of a conflict between this Services Description and the Master Agreement, the terms of the Master Agreement will control. By purchasing these Services from RTS, Customer agrees to be bound by all the terms and conditions set forth in this Service Description. **All Services described herein will be subcontracted to StartReady Corp.** Capitalized terms used herein and not otherwise defined will have the same meaning attributed to it in the Master Agreement.

1. DEFINITIONS.

Call Logging means a customer proactively logging a call at the StartReady Support Desk.

Disaster means an Issue as a result of external circumstances that is not directly influenceable by StartReady that can cause the StartReady Appliance and/or software and/or important functionalities thereof to fail which results in business critical failures/downtime.

Issue means non-functioning of technical and/or functional specifications of the StartReady Appliance and software.

Major Issue means an Issue that result in substantial outage (more than 20%) of the StartReady Appliance and/or important functionalities of it.

Minor Issue means an Issue not being classified as a Major Issue or a Disaster.

Office Hours means all hours between 9:00 AM and 5:00 PM from Monday to Friday, excluding bank holidays

Response Time means the time between the amount of initial Call Logging and the moment that StartReady starts its service. Response Times are measured in hours that fall in the agreed on Service Windows.

Repair Time means the time between the moment of initial Call Logging and the moment that StartReady logs the Issue as resolved.

Service Window means the agreed on period in which service will take place.

2. SERVICE LEVEL OPTIONS.

The Service consists of three levels of support options as set forth more specifically in this Service Description. This Service is available for Customer IT environments containing StartReady hardware and software, and provides service for StartReady Appliances and included Microsoft software. Customer’s service level selected for its company will be a set forth in the Order.

2.1 Silver. The Silver level of Service includes the following support for StartReady Appliance(s):

Service	Silver
Service Window	Office Hours
Response Times Minor Issue	8 Business Hours
Response Times Major Issue	8 Business Hours
Repair Times Remote Minor Issue	16 Business Hours
Repair Times Remote Major Issue	8 Business Hours
Repair Guarantee	Yes

- 24x7x365 remote pro-active monitoring of the StartReady Appliance within the Customer IT environment using StartReady’s advanced remote technologies
- Monitoring of the generated alerts and proactive resolution by StartReady technicians
- Proactive Call Logging when events occur in Customer’s IT environment
- Out-of-Band Management Option
- Recovery and Restore via Remote Configuration Services (RCS)
- Corrective Maintenance
- Full Patch Management Services
- Security Vulnerability Scanning
- 24x7x365 access to the Service Desk and Call Logging
- Monthly reporting
- Repair guarantee
- Office Hours service window
- 8 Business Hours Remote response time for Minor Issues
- 8 Business Hours Remote response time for Major Issues
- 16 Business Hours repair time for Minor Issues
- 8 Business Hours repair time for Major Issues

2.2 Gold. The Gold level of Service includes the following support for StartReady Appliance(s):

Service	Gold
Service Window	24x7x365
Response Times Minor Issue	8 Hours
Response Times Major Issue	4 Hours
Repair Times Remote Minor Issue	12 Hours
Repair Times Remote Major Issue	8 Hours
Repair Guarantee	Yes

- This Service Level option includes the Silver Level Standard plus:
 - 24x7x365 Service Window
 - 8 Hours Remote response time for Minor Issues
 - 4 Hours Remote response time for Major Issues
 - 12 Hours repair time for Minor Issues
 - 8 Hours repair time for Major Issues

2.3 Platinum. The Platinum level of Service includes the following support for StartReady Appliance(s):

Service	Platinum
Service Window	24x7x365
Response Times Minor Issue	4 Hours
Response Times Major Issue	2 Hours
Repair Times Remote Minor Issue	8 Hours
Repair Times Remote Major Issue	4 Hours
Repair Guarantee	Yes

- This Service Level option includes the Gold Level Standard plus:
 - 24x7x365 Service Window
 - 4 Hours Remote response time for Minor Issues
 - 2 Hours Remote response time for Major Issues
 - 8 Hours repair time for Minor Issues
 - 4 Hours repair time for Major Issues

3. PATCH MANAGEMENT SERVICES. Patch Management Services of the software on the Appliances consist of:

- Software Inventory Management and Reporting on Patch Levels
- Guaranteed patching of all software on the StartReady Appliance(s) within 4 (four) weeks of formal Patch Release Date
 - StartReady will test and approve patches before administering them on the Appliance
 - Non-approved patches will not be administered
 - Only patches that StartReady finds beneficial to the working/performance/security/vulnerability of the Appliance will be administered

4. MONTHLY REPORTING. Monthly reports on performance statistics of StartReady Appliances such as CPU, memory, disk and interface utilization, and executive summaries consisting of:

- Performance reporting, addressing server and network utilization and asset, fault, and vulnerability status
- Request & incident management trending
- Change management review summary

5. SERVICE DESK AND CALL LOGGING. StartReady offers 24x7x365 access to the Service Desk for assistance and Call Logging via phone and StartReady’s Support Email via support@startready.com.

- A call minimally consists of a problem description and (part of) the Appliance the Issue refers to
- Calls can only be made by authorized and agreed on technicians
- The call is being reviewed and classified by StartReady technicians. In accordance with the definitions, the call is being classified as a Minor Issue or a Major Issue. If a Call is Minor Issue but has great impact on the business continuity of the Customer, it can be raised to a Major Issue with consent of StartReady.

- Customer will offer the availability of a knowledgeable technician during the period of the Service Window
- During the examination of the Call and repair activities, the classification of the Call can be altered. With this change, the Response and Repair Times also change. If a Major Issue is partly being resolved, the classification of that call might be lowered to Minor Issue. In that case the Response and Repair Times change as well.

6. RESPONSE TIMES. Response Times are only applicable if the Customer adheres to the Customer requirements for remote management. Response Times are only viable for issues that can be solved remotely. If hardware issues are preventing Remote Management, StartReady will work with RTS or the Customer to arrange for replacements.

7. REPAIR TIMES. Customers with Gold or Platinum Service Levels are obliged to invest in spare materials for key Appliance components (power supply unit & hard disk) to guarantee Repair Times. With changes of the classification of the Issue, the corresponding Repair Time will start with that change. If the Call is set on hold, the Repair Time will be put on hold accordingly. Repair Time is not offered in the following circumstances:

- If the Issue is caused by (the lack of) activities from the Customer resulting from the Services or external influences like hacking, viruses and vulnerabilities
- If Customer does not offer the circumstances to offer Remote Management

8. CALL CLOSING. The moment on which StartReady defines the Call as "resolved" is the time on which the Call is closed and handed over to the Customer. If the Customer cannot be reached, the Call closing time is the moment of resolution.

9. FORMS OF REPAIRS. StartReady offers the guarantee of functional repairs on StartReady Appliances up to 5 (five) years after installation date. StartReady offers the guarantee of functional repairs on software on the StartReady Appliances in accordance to the guarantee statements of its respective owners (i.e., Microsoft), up to a maximum of four (4) years after installation date. On StartReady Appliances older than five (5) years and software older than 4 years, StartReady will offer repairs based on Best-Effort. Best-Effort means StartReady will do its utmost best to offer functional repair, which might include, offering viable functional alternatives.

If repairs cannot be offered, StartReady (or RTS) will offer the Customer a proposal for replacement. Repair is explicitly not offered for use products like CD's/DVD's, papers, and StartReady Appliance's accessories like batteries, power and network cords and antennas. Costs for replacement of these articles will be charged to the Customer. Accessories like headsets, handsets, cameras and other hardware are also excluded from the Service Description. Other excluding circumstances for repair:

- Integration and interface issues between StartReady Appliances and third party products. This is also true for third party products offered by StartReady.
- Issues resulting from the influence of software and/or hardware that are not covered by this Service Description
- Issues resulting from changes in the network configuration
- Issues resulting from excessive heating or cooling, fire or smoke damage, excessive dust formation, issues with power management, excessive humidity, water damage, results of direct or indirect lightning, deeds, vandalism or terror, natural disasters and acts of war
- Issues resulting from Customer's non-compliance to StartReady's binding measures for specific actions

StartReady will do Best-Effort Repairs on issues resulting from excluding circumstances in consent with Customer. Costs associated to these Best-Effort Repairs will be charged to the Customer, but not without Customer's prior consent.

10. CONTENT AND TERMS FOR FUNCTIONAL REPAIR. Functional repair encompasses the repair of the operational status of a StartReady Appliance and its associated software, like it operated the moment the products were taken into production or its Last Known Good status.

StartReady offers functional repair by:

- Making a software modification
- Replacing a faulty part; the replaced parts will become the Customer's ownership and StartReady will own the faulty parts
- Applying a patch, if applicable
- Rolling back to the most recent Last Known Goods status by restoring a backup
- Recovery and Restore via StartReady Remote Configuration Services (RCS)

11. SERVICE EFFECTIVE DATE AND FEES. This Service Description will go in effect at the moment the StartReady Appliance(s) are taken into production, or on the date mentioned in the Order. The fees for the Services hereunder are due and payable annually in advance. In the case of changes and additions to the StartReady Appliances or its associated software by the Customer itself, or a third party, StartReady has the right to charge these changes or additions to the Customer. Changes and additions to the StartReady Appliances are only added to the Services after acceptance by StartReady. If functional repairs include costs that are not covered by this Service Description, they will be charged to the Customer. Any cancellation of the Services is subject to StartReady's then-current cancellation policies.

12. CUSTOMER RESPONSIBILITIES.

12.1 Maintenance and Monitoring Service. Customer must allow StartReady to perform maintenance of its own monitoring service technologies during which time monitoring of Customer's IT environment will be disabled. Commercially reasonable efforts will be made to notify Customer of any scheduled maintenance of the service.

12.2 Notification to StartReady Prior to Environment Changes. Customer agrees to notify the Service Desk at least 24 hours prior to change management activities affecting StartReady Appliances, including those activities listed below. Change management activities include any enhancement, modification, update, installation or de-installation what will impact the existing production environment for one or more StartReady Appliances, including, but not limited to, networks, data center operations, support or facilities environment.

Activity/Tasks that involve the loss of monitoring services and/or trigger alerts:

- Stopping/disabling monitoring services for one or more StartReady Appliance(s)
- Server shutdowns/reboots
- Decommissioning/replacement of StartReady Appliances including activities related to the replacement, refresh, reconfiguration or decommissioning of hardware.
- Disabling switch ports as well as physical cable disconnections (i.e., moving equipment)
- Disabling network cables
- Service account changes (Credentials, naming). Changes such as renaming, deleting, privileges change and mainly password reset on accounts used in connection with StartReady Appliances
- Outages/maintenance of the environment containing StartReady Appliances (including emergency changes).
- Installation/deinstallation/upgrades of system software introduced into environment containing StartReady Appliances (servers, routers, firewalls, etc.)

By providing the Service Desk with advance notice of any change management activities, the Service Desk will suppress alerts from being generated for the StartReady Appliances affected by the change management activities during the maintenance window selected by Customer. Customers who do not follow this procedure may place their environment at risk and may incur additional Point of Need service charges if StartReady is requested to bring the environment back to a stable ready state for Services.

12.3 Technical Requirements. Customer needs to adhere to the technical requirements as described in the Installation and Configuration Documentation of the StartReady Appliances to be eligible for Remote Management Services. This includes the correct configuration of software and hardware firewalls in the Customer's IT environment.

12.4 Cooperate with StartReady Telephone Analyst. Customer agrees to provide an on-site resource to cooperate with and follow instructions given by the StartReady telephone analyst. Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the analyst or technician.

13. STARTREADY SUPPORT DIRECTORY. Technical support contact information by region. StartReady technical support is provided from multiple support centers. Customers will be assigned a ticket number; please refer to this number when communicating with StartReady technical support to better expedite your request.

Telephone Support by Region:

Americas: +1 (512) 279-2487

Europe: +31 (88) 894-6810

14. CONFIDENTIALITY. Customer acknowledges and agrees that in connection with the performance of the Services (1) StartReady may access any information contained in Customer's IT environment; (2) Customer may provide information to StartReady by telephone or otherwise; (3) Customer is authorized by law or otherwise to disclose and permit StartReady to access such information; and (4) StartReady may access Customer's IT environment from the United States, Mexico, and elsewhere. StartReady will handle any and all confidential information including personal information that Customer may disclose, or that StartReady may access, in accordance with the applicable confidentiality and data privacy provisions.

15. LOSS OF DATA AND SYSTEM DOWNTIME. Customer understands and agrees that the Services, including installation or repair of components to any system, may cause data or software programs in Customer's environment to be damaged, destroyed or lost, whether it is a direct result or indirect result of any work performed on any systems within the environment during or after the Services are completed. Customer also understands and agrees that Customer is responsible for backing up all data and software programs in any system before any work is set to commence.

16. AUTHORIZATION TO MAINTAIN AND ACCESS STARTREADY APPLIANCES. By purchasing the Services, Customer acknowledges that StartReady will access, connect to and manage StartReady Appliances via remote technologies (except where prohibited by law). In connection with this Service, StartReady may perform remote management activities without first contacting the Customer. These activities include, but are not limited to:

- Updating or changing software drivers and/or installing and applying software patches
- Rebooting devices within maintenance windows
- Deleting temporary files & clearing caches
- Starting or restarting application services
- Staging and executing scripts for automated maintenance routines

(StartReady Remote Managed Services Description v08.30.10)

- Network performance tuning
- Transfer data associated with routine system tuning and upkeep between systems within a Customer's network; and
- Identify, collect, and report on detailed data for devices on a network

Notwithstanding the above, Customer is responsible for notifying StartReady of a restriction of remote access, connections or management activities related to any StartReady Appliance(s). Restrictions may be limited to pre-defined permission profiles.

17. ON-SITE SUPPORT. On-Site Support is not available for the Remote Managed Services. If applicable, however, the StartReady Service Desk will assist in requesting warranty service that may include on-site support on behalf of the Customer.

18. THIRD PARTY WARRANTIES. This Service may require StartReady to access devices or software that is not manufactured by StartReady. Some manufacturers' warranties may become void if StartReady or anyone else other than the manufacturer services these devices or software. It is Customer's responsibility to ensure that StartReady's performance of the Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. **NEITHER STARTREADY NOR RTS IS RESPONSIBLE FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE STARTREADY SERVICES MAY HAVE ON THOSE WARRANTIES.**

19. COMMERCIALY REASONABLE LIMITS TO SCOPE OF SERVICE. StartReady may determine that a support issue is beyond the scope of this Service, in which case StartReady may refer Customer to an alternative resource or at Customer's discretion to a third-party for resolution. In such case, additional costs may apply.