



Consulting Engagement Agreement

This document covers matters that establish our working relationship and the terms by which Cyrrious will render IT, Consulting, & supplemental support services to your organization, so please read it carefully.

Engagement Details

Cyrrious is pleased to have the opportunity to provide IT, Consulting, and Supplemental Services under a "Consulting Engagement Agreement" to your company. Under this agreement, Cyrrious can provide:

- ❖ Implementation Services; and
- ❖ Information Technology (IT) Services;
- ❖ Support Services not covered by a support program.

You or your staff will be notified before billable services are incurred. This notification may be verbally to the requestor or via email. You may specify who is authorized to incur charges on your behalf.

What are Consulting Services?

Implementation Services include (but are not limited to):

- ❖ Training;
- ❖ Assistance configuring Control and SMS for your business, including but not limited to setting up pricing, pricing forms, product layouts, stations/production, accounting, marketing, macros, etc.;
- ❖ Development of custom Crystal Reports and SQL Reports; Changes to and ongoing maintenance on custom reports necessitated by change in Control's underlying data structure;¹
- ❖ Importing data such as customer lists, part lists;

Implementation Services are billed at an hourly rate based on the time actually spent working on the task(s). Ten (10 minutes of preparation and documentation time beyond the actual call is billed per call or training session. If you cancel a scheduled appointment without 24 hours (1 business day) notice, you will be billed for 30 minutes.

What are IT Services?

IT Services include the installation, maintenance, troubleshooting, and repair of your information systems, which include networking, software, hardware, etc.² A simple guideline is to view IT Services as involving work with hardware, networks, and software not written by Cyrrious. Most IT Services are beyond the scope of the standard support offered by Cyrrious.

IT Services include (but are not limited to):

- ❖ Moving Cyrrious to a new server;
- ❖ Non-standard installations of Cyrrious (e.g., SQL Server and SSLIP on different machines);
- ❖ Installation and support of a separate test system;
- ❖ Recovering a customer's database other than from a backup created from within Cyrrious;

¹ Information on the policy for customized reports can be found at <http://support.cyriouswiki.com/Report+Customization+Policy>.

² **Please Note:** Cyrrious does not maintain the overall IT plan or responsibility for your business. It is important that you have a regular IT person or company that performs this function.



- ❖ Installing, diagnosing problems with, or maintaining 3rd party software such as Microsoft Office, antivirus programs, etc.
- ❖ Installing or maintaining Microsoft SQL Server (other than the Express version); Configuring SQL Server in any configuration that deviates from the standard configuration where a single copy of SQL and the SSLIP reside on the same server;
- ❖ Maintenance of database maps and import tables; customized import SQL development;

IT Services are billed at an hourly rate based on the time actually spent working on the task(s).

What are Supplemental Support Services?

Supplemental support services cover technical support when it is not covered by Standard Support, such as:

- ❖ Standard support for customers not on a support contract;
- ❖ Standard support during hours when support is not offered;
- ❖ Extensive repair, rework, or reclassifying data from customer mistakes;
- ❖ Implementation services handled by support staff at the customer's request.

Unlike Standard Support, Supplemental Support Services are billed at an hourly rate based on the time actually spent working on the task(s).

What Is Standard Support?

Cyrrious offers standard technical support services to its users through a support contract. This contract also allows the user to receive any upgrades to their version of the software that are issued while they are on support³. A certain period of support service is usually included with the original purchase and through annual renewals and monthly subscriptions.

Standard Support covers operational issues associated with Cyrrious products. This includes:

- ❖ Answering basic questions about using Cyrrious' software;
- ❖ Installing Cyrrious on the server and client machines in the standard configuration;
- ❖ Upgrading Cyrrious for new major releases;
- ❖ Troubleshooting problems with Cyrrious;
- ❖ Identifying, clarifying, and resolving reporting issues on standard reports;
- ❖ Recording suggestions and confirming reported bugs;
- ❖ Showing users how to correct their errors in their data;
- ❖ Helping users undo basic mistakes and explaining how to resolve these issues going forward;
- ❖ Providing general hardware recommendations;
- ❖ Enabling the backup features within Cyrrious;
- ❖ Assistance restoring a standard backup file;
- ❖ Assisting in setting up user settings.

Standard support explicitly does not cover the items identified in the IT Services and Supplemental Services sections of this agreement. Standard Support is a paid service, but it is not a metered service. That is, you are not charged based on the quantity or hours used in a given month. It is available weekdays from 7:30 am - 7 pm CST

³ As long as customers remain on a support program, they are automatically eligible for upgrades issued for their software. However, if a customer was not on a support contract when the current (major) version of the software was released, they are not eligible for automatic upgrades and must purchase the update.



(GMT-6). A list of holidays when standard support is not available can be located at www.cyrious.com/customer/support/

Project Estimates

Upon request, Cyrious can provide you with a rough verbal estimate of the time involved in a particular project. Most often this will be in the form of a range of time (e.g., "less than 60 minutes" or "between 2 and 3 hours"). This is only an estimate and many unknowable factors can affect the actual time. These factors include the complexity of the project, the size of the database, specific hardware and software issues, the clarity of instruction, changes in requirements, the responsiveness of your staff to requirements they need to handle, the skill level of your staff, and more. However, we will advise you as soon as we are aware that the scope of the project will exceed the specified range. Time spent generating a written estimate for a project is billable at the standard rates.

Service Rates

Fees for these services are based upon the time taken, plus all out-of-pocket expenses. By engaging Cyrious, you understand and agree that all requests for supplemental services, whether via email, telephone, online chat, in person, or other medium are billable. As of 4/1/2016⁴, the rate for supplemental services are:

Implementation Services	IT Services	Support Services
Consultant - \$150/hour	Level 1 - \$120/hour	Level 1 - \$90/hour
	Level 2 - \$150/hour	Level 2 - \$120/hour
Developer - \$200/hr	Level 3 - \$200/hour	Level 3 - \$150/hour

The specific task and the skill level necessary will be used to determine the department and level required. You are free to request a specific employee to work on your issues provided they are available, and is trained to handle the task. In these cases, you will pay the rate for that employee's skill level. The minimum billing interval is 10 minutes during the normal work day (weekdays 7:30 am - 7 pm CT). The minimum billing interval for off-hours work is 60 minutes. All off-hour emergency support calls are handled by and billable at a minimum of Level 2 regardless of the issue.

Billing Schedule

Cyrious will email you a bill by the 3rd of each month covering any supplemental support services you used in the preceding month. This will include a breakdown of the hours and notes for which you are being billed. Unless we hear from you with a question or concern, Cyrious will automatically run the balance on your credit card on the 10th of the month. Any deposits on file will be applied before the balance is run. Cyrious retains the right to withhold and/or refuse all service if, after attempting to contact you, we are unable to run payment and/or do not receive payment.

⁴ Rates are subject to change. Current rates can be found at www.cyrious.com/customer/support/



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Sign Off

If this agreement fairly covers your understanding, please fill out the information below, initial each page, and fax or email this back to us.

Expiration

You may have this engagement agreement expire any time, or you may leave it on file. If you do not specify an expiration date, this agreement will remain valid indefinitely (or until you notify us you wish to cancel it):

☐ [Optional] Expire this agreement on: _____

Billing Information

I understand and agree to the terms for receiving and paying for IT Services and Supplemental Support Services:

Company:

Name:

Email for Bills:

Credit Card #:

Name on Card:

Expiration Date:

Billing Address:

	Title	
	Type	
	VCode	

Authorization

If desired, you may limit who is authorized to request services under this engagement agreement. Doing so provides additional security, but may cause delayed service. If you wish to restrict who at your company can request supplemental services, enter their names below. Leave the space blank if no additional authorization is required.

☐ [Optional] Restrict authorizations to: _____

Your Signature confirming your agreement:

Date: _____

Fill out the above information, initial each page, and fax or email it itcsss@cyrrious.com. Thank you for the opportunity to work with you.

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Cyrrious Support Services

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