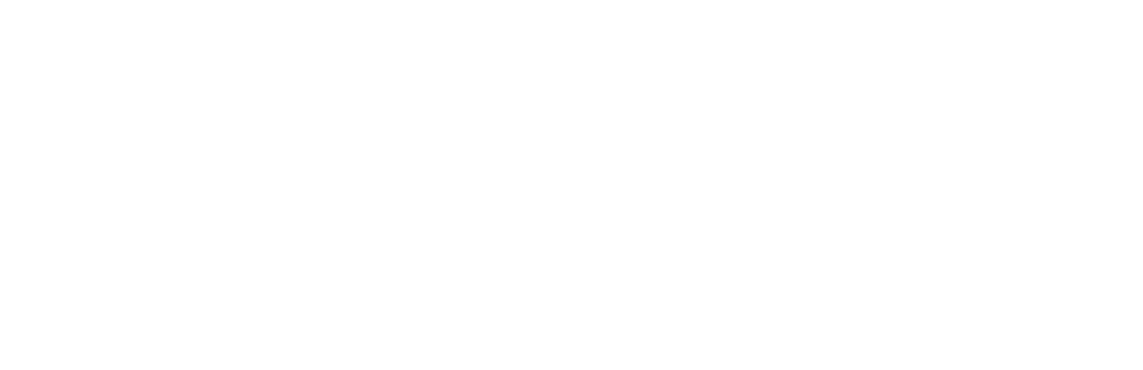
|  |
| --- |
| Scope of Work  ProNet |
| {{client}} {{client\_street\_address}}  {{city}}, {{st}} {{zip}}  Phone: {{phone}}  Email: {{email}} |





{{date}}

Account Manager: {{am}}

Engineer: {{se}}

## Solution Scope

A ProNET contract is a Pre-Paid hourly support contract. {{client}} will purchase a specific number of hours under this ProNET contract. The support hours purchased are available for one year from the date of purchase. Unused hours at the end of one year are forfeited. This contract is for Cisco and Cisco-Related support services and small technical tasks performed by Black Box. Examples of services included in this contract are:

1. Unified Communications moves, adds, changes, de-installations or billable repair
2. Adding a card to an existing router
3. Updating IOS or network configurations
4. Answering how-to questions
5. Troubleshooting production network issues

An estimate may be provided at the start of each engagement for services as outlined above based on our understanding of the work to be completed. If the estimate will be exceeded, Black Box will inform the {{client}} as soon as practical and request authorization to use additional time. If the Client decides to stop work on a given task, {{client}} agrees that the services provided up to the stopping point will be billed against the ProNET account. Reasonable travel and living expenses may be billed separately and will be billed up to the point where work stopped. Any services estimated to extend beyond two distinct visits or engagements from a Black Box engineer will require a Statement of Work (SOW) as a separate contract between Black Box and {{client}}. Black Box may use ProNET hours during the discovery, discussion and preparation of these engagements.

ProNET is intended for daytime, normal business hours support only. Should {{client}} request work to be completed during off hours, time will be charged at 1.5 times the actual hours worked. For example, a client calls at 6:00 PM and requests support for a network problem. Investigating and resolving the problem takes 2 hours. 3 hours will be charged to the ProNET contract for the work completed on this issue. After hours support is not guaranteed as part of this contract.

Support under this contract will be provided on a ‘best efforts’ basis. This means that the work will be scheduled based on the availability of team members and there are no guarantees as to the amount of time that will be required to complete the work. The {{client}} will be responsible for coordinating task assignments for Black Box resources. Scheduling of Black Box resources will be coordinated through a designated Black Box representative.

#### Assumptions

The following assumptions apply to this work:

1. Black Box resources will either be given access to all network devices required to troubleshoot and resolve issues or {{client}} will provide resources with the appropriate access to aid in resolution of the issues.
2. Black Box will be provided with a single point of contact at {{client}} who will be authorized to authorize work and confirm resolution.
3. Charging of time will start upon initiation of services under this agreement and will include all time required to document any changes as well as travel time required to go to any {{client}} site. Travel time will be determined as time in addition to the standard commute time.
4. Black Box normal business hours are Monday through Friday 8:00AM to 5:00PM Local Time.

#### Change control

If a change to this SOW is required, both of us agree to use a Contract Change Request (called “CCR”) as the vehicle for communicating change. The CCR must describe the change, the rationale for the change and the effect the change will have on the contract including any changes in cost, if applicable. A change to this SOW is required if either party requests work to be performed that is not specifically defined in this SOW or is specifically defined as out of scope.

Upon identifying the need for a CCR, Black Box will submit the CCR to the client’s Project Manager. The client will review the CCR and choose to approve or reject it. If the CCR is approved, it will amend this SOW and its terms as specified in the CCR document. A written CCR must be signed by both parties to be considered approved.

#### Staff

Staffing for the project will be determined based on availability of team members and expertise required.

#### Start Date and Duration

Service team members will be available to work under the ProNET contract starting on the date of purchase. Tasks will be assigned and scheduled based on the availability of staff and the skills required.

This statement of work will be deemed complete when the hours purchased have been utilized or after one (1) year from the date of purchase.

#### Fees (duplicate with pricing Terms?)

As an hourly pre-paid contract, the total ProNET contract amount is invoiced in full at the time the contract is executed, also known as the contract start date. The quantity of hours purchased are subject to an per hour rate discount according the volume purchased.

{{client}} will purchase {{number\_hours}} hours for a total amount of ${{sell\_total}} to be pre-paid.

All services provided on a remote basis (phone support, VPN, web meeting, etc) have a minimum of (1) hour per day for days where services are performed. Services requiring client site work have a four (4) hour per day minimum charge. All subsequent charges are in half-hour increments. Any hardware or software associated with this project is considered customer’s property once delivered; payment of hardware and software is not contingent on complete installation of hardware and/or software. Hardware and software are billed upon delivery. All invoices are net/30 terms or otherwise detailed in either the Master Services agreement or the General Web Terms and Conditions. Late payments are subject to a penalty fee of 1.5% per month of the outstanding balance.

#### Pricing Terms

The following pricing terms will apply to this SOW:

* Payment terms are net thirty (30) days upon receipt of invoice
* SoW is Valid for {{Valid\_Term}} days
* All billing will occur in the US, between US based legal entities for Black Box and {{client}} in US dollars
* Sales tax will be added to invoice total unless {{client}} provides proof of exemption within five (5) days of acceptance.
* {{client}} is solely responsible for all taxes
* {{client}} will have up to (5) business days to review and accept or reject the Black Box invoice. All such acceptance and rejection must be provided in writing to Black Box
* If invoices are not explicitly rejected in writing within the specified time frame, the invoices shall be considered valid and payable
* All pricing is subject to credit approval
* All quotations are based on current Black Box wage rates, unless otherwise noted. Any federal, state, or local legislation, project specific or 3rd party agreements affecting hourly rates of pay, fringe benefits or other variations from a Black Box agreement or agreements with Union affiliations shall cause the labor quotation to become subject to renegotiation at the option of Black Box

#### Signature and Contract