A. Desktop Support Services

This Technology Support Services DSS CUSTOMER Service Agreement (the “Agreement”) sets forth the terms of service to be provided by Northwestern University’s Information Technology Department (“NUIT”), Technology Support Services unit (“TSS”), through its Distributed Support Services group (“DSS”) (collectively, “DSS”), to the (“CUSTOMER”).

The initial term for this Agreement is one year, from July 1, 2006 through June 30, 2007 and supersedes any previous agreements between DSS and the listed parties.

CUSTOMER will assign a staff administrator (the “Customer Contact”) to oversee this Agreement, to define the boundaries of the service, and to advise DSS staff on day-to-day priorities. Should the Customer Contact not be available, then he or she will designate an on-site substitute to assure continued normal operations under this Agreement.

B. Technology Support Staff Positions and Administration

DSS will provide desktop support services to CUSTOMER, via one ITSS level 2 Support Specialist, the “Support Specialist”), as described below in Section F.3 (the “Support Services”, the “Services”), for the hours listed below in section C. Under this agreement, substitutes are not provided for sick days or vacation days taken by the Support Specialist. See below.

DSS will provide and manage the Support Specialist in order to provide onsite desktop services and specific facility support, as described below, to the scheduled faculty and staff users/desktops/facilities specified in Appendix 1, as amended from time to time, or their mutually agreed upon replacements.

The Support Specialist will report to the CUSTOMER location on a regular basis for a specified, minimum amount of hours per week (see C). Preset times for service will be agreed upon prior to the signing of the agreement, for example, Monday – Friday, 8:30am to 11:30am. A replacement Support Specialist or “backup” is not guaranteed on days when the primary consultant is sick or on vacation. The assumption between DSS and the Customer is that the time will be made up when the primary consultant returns.

C. Annual Support Service Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>One ITSS level 2 Desktop Support Specialist providing support 4 hours per week (excluding sick and vacation days, as allowed by University Policy).</td>
<td>$xxxx.00</td>
</tr>
<tr>
<td>Total Annual Support Service Charge</td>
<td>$xxxx.00</td>
</tr>
</tbody>
</table>

Sample Agreement revised June 26, 2006
NOTE: All support service charges set out above may increase annually at a rate of approximately four percent (4%). Notification will be made at the time of renewal.

D. Ad hoc hourly labor charges

Incidental desktop support hours over the allotted hours per week, will be charged at the rate of $45.00 per hour. Should the CUSTOMER request additional work hours beyond the allotted hours per week, DSS may service these hours with resources other than the Support Specialist provided under this Agreement.

On an incident basis, it is agreed that the above guidelines for support hours may be flexible within a one-month calendar period, i.e. it is acceptable for a Desktop Support Specialist to work 14 hours in one week and 16 hours in the next within a calendar month if both parties agree within that calendar month.

Charges for incidental desktop hours shall be referred to as (“Ad Hoc Labor Charges”).

E. Billing and Payment

All support service charges set out in Section C above for Services shall be charged via intra-institution voucher (IV) on a monthly basis, with statements detailing the billing issued to the CUSTOMER. Questions regarding billing should be directed to dss-billing@northwestern.edu. Additional charges that may be accrued will be charged in the subsequent billing cycle.

IV charges for this service will be charged against:

<table>
<thead>
<tr>
<th>CUFS Account number</th>
<th>5210</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUND</td>
<td>AREA</td>
</tr>
<tr>
<td>ORG</td>
<td>OBJECT</td>
</tr>
</tbody>
</table>

Billable time includes Support Specialist time spent attending to e-mails related to CUSTOMER support, research time, and meetings in support of CUSTOMER.

The Support Specialist shall notify the Customer Contact whenever Support Services for an incident or task nears five hours.

The Support Specialist agrees to notify the Customer Contact when they believe that a support request originates from someone who is not eligible for support (i.e. individuals not identified in Appendix 1).

F. Agreement Details

1. Management

1.1 DSS shall recruit, retain, and assign a Support Specialist to perform the Services hereunder.

1.2 The appropriate DSS staff and the Customer Contact will meet at a time mutually convenient approximately every month to discuss planning, prioritization, or other coordination issues that define the group’s objectives and how these objectives are being met. The Customer Contact will quickly notify the DSS Manager with any concern about service quality (promptness, customer service, technical skill, etc.)

1.3 On a regular basis, the Support Specialists will submit and maintain logs on the status of service calls/projects. This will be done through an existing reporting system currently in use within DSS. A report containing appropriate information about all the work completed by the
Support Specialists, within the prior month, will be forwarded to the designated customer contact on a monthly basis.

2. **Hours of Service**

2.1 All regular Support Services will be provided during the standard DSS operating hours of 8:30am to 5:00pm, CST. A regular lunch period must be provided to the employee in keeping with University policies.

3. **Services Provided**

In accordance with DSS’ common practices, Support Services are limited to:

3.1 The following hardware: workstations and laptops, under use by the users specified in Appendix 1.

3.2 Training of CUSTOMER users in the systems described as falling under DSS service within this document. DSS Support Specialists are not applications experts (see section 3.4.1), therefore, it is understood that training knowledge that is available from DSS to CUSTOMER will be extremely limited in comparison to training available externally. For example, DSS will install additional add-ons to Microsoft Word, such as new Microsoft Word “wizards.” However, DSS will not have extensive knowledge of the use of Microsoft Word “wizards” and will therefore only be able to provide minimal training on this type of “internal” application usage. Therefore, this training is limited to:

3.2.1 The personal training that normally occurs in the course of regular troubleshooting.

3.2.2 DSS will also suggest and facilitate this external training (at the University or commercially available training) under the guidelines listed in section 3.6.

3.3 Installation, maintenance, upgrading, and troubleshooting of:

3.3.1 The Windows XP and Apple OS 10.3 operating systems on the workstations identified in 4.1

3.3.2 During this Agreement, Microsoft may release a new operating system or a major operating system revision – the latter meaning a service pack release (“Windows XP SP2”) . Should the the CUSTOMER wish support for the new software release under this Agreement, then the Customer Contact must request that support in writing to the DSS Manager. DSS will support that new software under this Agreement only after at least one of the following has occurred:

- That software release is officially supported by NUIT, or
- That software release has been in commercial distribution for six months, or
- This Agreement has been amended in accordance with Section 11 “Support outside of this Agreement” to specifically support that software release.
- See also 3.3.3

3.3.3 DSS will support only those Microsoft and Apple operating system versions officially supported by NUIT
3.3.4 NUIT-authorized and supported antivirus protection software.

3.3.5 Eudora Mail Client and the Outlook Mail Client.

3.3.6 Microsoft Office XP/2003 and X/10 suite of software.

3.3.7 Software required by core administrative services, including HRIS, SES and CUFS.

3.3.8 Standard Microsoft Windows XP or Novell 5.1 IP client-side setups and connectivity to existing Microsoft 2003 and Novell shares and print queues. Standard Apple OS X/10 IP client-side setups and connectivity to existing Microsoft windows 2003 and Apple OS X shares and print queues.

3.3.9 Installation of Customer-specific desktop software, though troubleshooting of software will remain the domain of the Customer’s personnel and will be referred to the Customer Contact. Note: consultants are not responsible for inability to complete installations, inability to create functionality with said software, or to maintain said software, as they are not experts in software that is not listed in this section and are limited to reasonable-efforts installation of Customer-specific software.

3.3.10 Scandisk and any other previously agreed-upon preventative measures in order to keep the workstations in optimum condition.

3.3.11 Setup of new machines and appropriate software, with exclusions noted in sections outlined below.

3.3.12 Troubleshooting of driver software for desktop peripheral equipment is limited to reasonable-efforts utilizing assistance from vendor web sites and telephone support if available.

3.3.13 Personal Digital Assistants, as long as support is not in conflict with NUIT standards.

3.3.14 Troubleshooting and installation of dual-boot or virtual PC operating systems.

3.4 General personal computer support and consulting

3.4.1 The objective of personal computer support to be provided as part of the Support Services is to return problem equipment or applications to service, advise the CUSTOMER or its users as to when existing problem equipment or applications should be retired, replaced, or upgraded, or provide users with guidance on how to use features within an application. Support Specialists are not application specialists, content experts, or operators of applications or equipment. Support Services to be provided will include:

3.4.2 Assisting users, as appropriate, on the proper use of general features within the software applications listed in this section (section 3).

3.4.3 Assisting with the general troubleshooting of hardware and, as appropriate, calling for service or assisting with the purchase of replacement hardware.

3.4.4 Troubleshooting of printing problems, printer driver and user-serviceable components. Problems that require factory certification or warranty execution will be managed through outside vendors by the CUSTOMER.
3.5 Networking support

Network support generally includes configuration and administration of desktop based networking services that reside on the user’s computer or within the user’s office up to the data connection. DSS will not provide support or administration for networking services that are the proper responsibility of other units within NUIT (DHCP services, for example) nor will it deploy services that are contrary to standards defined by NUIT-TNS. Support Services to be provided include:

3.5.1 TCP/IP client support and troubleshooting of connectivity issues.

3.5.2 DSS is not responsible for resolving hostmaster requests for IP numbers, IP registration requests and IP conflicts and for any issues involving an Ethernet jack, but can facilitate communications with the proper NUIT administrators.

3.5.3 Reporting to NUIT-Telecomm of problem Ethernet ports. Coordination with NUIT-Consulting Services for the planning of new port installation.

3.5.4 Informational reinforcement of any pre-planned outages scheduled by TNS.

3.6 Limited support for IT related administrative tasks

Support Specialists can provide limited support for IT related administrative tasks within the CUSTOMER environment. The purpose of acting in this capacity is to more efficiently complete this work in situations where the consultant is more expert or effective at completing the task. DSS is not responsible for the cost of any service obtained from agents. The CUSTOMER is responsible for paying for the products or services of other agents and for completing and processing any CUFS or purchase requisition paperwork. The Support Services to be provided include:

3.6.1 Recommendation of specific hardware or software required for the operations of the Customer, including identifying specific manufacturer part numbers, pricing and the names of vendors who can provide the products. This service cannot be provided for instructional-related products or services that require specific content expertise. See also Purchasing.

3.6.2 Coordination with the designated customer contact for dispatch of service for products that require field service by a vendor in the form of warranty fulfillment or for equipment requiring non-warranty field service. DSS has DELL-certified Support Specialists. This allows for faster escalation of DELL desktop and laptop issues for CUSTOMER on machines from that manufacturer.

3.6.3 Selection of software and assistance with licensing request forms for University site licensed/volume purchased software (where applicable) or assisting with other non University software purchases.

3.6.4 Software license tracking. DSS can, at CUSTOMER’s request, develop and maintain a database of the licensed software within the CUSTOMER environment. This would only include systems and software that DSS has been directed to include in the tracking and software installations that are reported to us. In particular, DSS cannot track licenses should someone purchase software, install it, and not report it for inclusion in the database.

3.6.5 Hardware inventory and tracking. DSS can, at the CUSTOMER’s request, develop and maintain a database of the business computers deployed within the outlined client base (see Appendix 1).
4. Services Not Provided

4.1 DSS does not stock parts for equipment, though parts can be purchased by the Customer and can be stocked, on-site, for use by the consultant.

4.2 DSS will not act as purchasing agents in terms of processing computer-related purchases through NUIT or administering a CUFS account for CUSTOMER. See Purchasing.

4.3 DSS will attempt only minimal hardware troubleshooting for inkjet printers. It should be noted that faulty inkjet printers will be nominated for replacement, versus repair, as inkjet printer repair costs generally exceed the cost of replacement.

4.4 NUIT does not service desktop hardware older than three (3) years. Notwithstanding the foregoing, DSS shall provide Services with respect to older desktop hardware with the understanding that the CUSTOMER shall replace older hardware where the CUSTOMER, in consultation with DSS, determines that replacement is reasonably required.

4.5 DSS will not violate any published NUIT policies while supporting the CUSTOMER.

4.6 DSS cannot provide on-going engineering support for UNIX or Linux-based systems (Mac OS X.x is an exception). DSS will facilitate communications between the Customer and an outside vendor for this support.

5. Mutual allocation of resource and communication responsibilities

5.1 DSS will provide each Support Specialist with:

5.1.1 An alphanumeric Pager and voicemail services.

5.1.2 A computer with licensed software for applications required by NUIT, troubleshooting software, necessary hand tools.

5.1.3 Necessary training to the assigned Support Specialist on existing services outlined in this Agreement.

5.2 The CUSTOMER will provide:

5.2.1 Securable space, on-site for equipment and software.

5.2.2 At least three Ethernet connections for use by the Support Specialist.

5.3 Pager numbers for the Primary Specialists as well as the DSS Manager will be given to the Customer Contact, and the appropriate dean/head administrator, for use in times of crisis. The customer agrees to not disseminate these numbers to any other persons unless approved by the DSS Manager. The CUSTOMER also recognizes that pagers are only used during business hours of 8:30am to 5pm.

5.4 The CUSTOMER will assist in communication of support by informing the scheduled users in Appendix 1 of all pertinent details in this Agreement in preparation of support for these users and will provide an ongoing vehicle for communicating changes, additions or reinforcements of this Agreement and the services provided. DSS will do the same for the Support Specialist, for any information given by the Customer Contact.
6. Service request/Contact options provided

6.1 Users designated to receive the services of this agreement in the CUSTOMER environment (see Appendix 1) will be able to request service through one of two channels: the NUIT Information Center (at 1-HELP) or through the DSS customer contract website (http://contracthelp.northwestern.edu).

6.2 Pagers are provided by DSS to the primary Specialist assigned to the CUSTOMER. Pages can be sent out for all new service requests for the CUSTOMER.

6.3 Pagers will be worn by the Support Specialist during regular business hours.

7. Purchasing

The Customer is responsible for purchasing the equipment to be serviced under this Agreement. The Customer is also responsible for purchasing the replacement parts for the equipment to be serviced under this Agreement.

In the event that DSS facilitates interface and contact with a vendor, consultant, or agent, DSS is not responsible for the cost of any service obtained from such vendor, consultant, or agent. The Customer is responsible for paying for the products or services of such others and for completing and processing any CUFS or purchase requisition paperwork. Because interface with such vendor/consultant/agent may be most efficiently handled by the DSS consultant communicating directly with the vendor/consultant/agent, the Customer may require DSS to verify the actual delivery of goods and/or services under contracts from 3rd party service providers and/or to verify that outsourced repairs or other work has been properly performed.

DSS will not engage an outside vendor/consultant/agent on the Customer’s behalf without prior approval from the Designated Contact.

8. Termination of the Agreement

8.1 In the event that either party breaches any material term or condition of this Agreement, the aggrieved party may provide, in writing, notice to correct such breach or failing (which shall include a reasonably detailed statement identifying the nature of the breach). The breaching party shall have fourteen (14) calendar days from the date of receipt of the notice to remedy or correct the breach. Failure to remedy a breach during such 14-day cure period shall entitle the aggrieved party to terminate this Agreement by written notice to the other party.

8.2 If this Agreement is terminated under the terms of this section, the parties agree that a thirty (30)-day transition period will apply during which DSS will continue to provide support services while cooperating with the CUSTOMER to migrate the services of this Agreement to another source. During this transition period, the CUSTOMER will continue to pay any invoices submitted by DSS for Services already provided and for pre-approved expenses. When the transition period ends, DSS will cease work, and all undisputed outstanding invoices shall become due within thirty (30) days.

8.3 DSS will refund any pre-paid fees already paid by the CUSTOMER for Services not yet provided on a pro-rated basis within thirty (30) days of the termination of this Agreement.

8.4 This Section shall survive termination of this Agreement.

9. Term of the agreement and renewal

9.1 The term of this initial service agreement is for one year. ON December 1, 2006, THIS AGREEMENT WILL AUTOMATICALLY RENEW UNLESS A WRITTEN REQUEST, FROM
EITHER PARTY, IS PRESENTED WITHIN THIRTY (30) DAYS PRIOR TO THE ANNIVERSARY
DATE.

9.2 NUIT will submit to the designated Customer Contact, and CUSTOMER a cost for the
following fiscal year. The agreement will automatically renew at the new rates unless cancelled
by the designated Customer Contact and the CUSTOMER not less than 30 days before the
anniversary date.

10. Support outside of this Agreement

10.1 Support under this Agreement is recognized as a cooperative effort between the
Customer Contact(s), the CUSTOMER, and DSS. The expertise DSS is providing is support for
only the items outlined in this Agreement. Should the CUSTOMER determine there is a need for
support for any items not specifically outlined in this Agreement; the following procedure should
be followed:

10.2 A request should be made, in writing or in electronic form, to the DSS Manager outlining
the service requested. Note: requests for additional services should not be made to Specialists
on site.

10.3 A meeting may be held between at least the Customer Contact(s) and the DSS Manager
to complete a “discovery” of the requested service.

10.4 DSS will create a written proposal to deliver the service, detailing any new fees, and
forward it to the Customer Contact(s) and the CUSTOMER for acceptance or refusal. The
proposal may be set forth as an addendum to this Agreement or as a new agreement if the
requested services are foreign to the intentions of this Agreement.

10.5 If the proposal is added as an addendum to this Agreement, it will be effective only for the
remaining term of the Agreement.

11. General liability

11.1 Each party to this Agreement assumes the other is operating from a position of “good
faith” and “good intentions”.

11.2 DSS hereby agrees to indemnify and hold harmless CUSTOMER, its officers, directors,
employees, and agents for and against any loss, liability, damage, cost and expense (including
reasonable attorneys’ fees) arising out of or caused by the grossly negligent or willful actions of
DSS or its personnel, officers, directors, or other agents. This Section 13.2 shall survive
termination of this Agreement.

11.3 THE CUSTOMER hereby agrees to indemnify and hold harmless DSS, its officers,
directors, employees, and agents for and against any loss, liability, damage, cost and expense
(including reasonable attorneys’ fees) arising out of or caused by the grossly negligent or willful
actions of THE CUSTOMER or its personnel, officers, directors, or other agents. This Section
13.3 shall survive termination of this Agreement.

11.4 Each party agrees and acknowledges that, except as otherwise expressly provided in this
Agreement, its sole remedy for the other party’s breach of this Agreement shall be the termination
of this Agreement. This Section 13.4 shall survive termination of this Agreement.

11.5 All DSS personnel, officers, directors, and other agents shall conduct themselves in
accordance with NUIT policies, which can be found at:
http://www.it.northwestern.edu/policies/index.html. In addition, all DSS staff shall be bound by the
NUIT Statement of Business Conduct. DSS personnel and other agents shall act responsibly and with discretion.

11.6 DSS personnel, officers, directors, and other agents shall be subject to University policies governing data and any suspected violations of these policies or any laws governing information, copyrights or other data/systems/services will be handled in the manner prescribed by the University and NUIT policies.

11.7 It should be noted that under NUIT policies, information stored by any user on the computers covered by this Agreement is the responsibility of the user, and may be disclosed to DSS personnel who are providing Services under this Agreement. Maintenance activities, diagnostic systems, and other standard procedures required to maintain computer systems may expose data to view by NUIT personnel.

11.8 It is understood and agreed to by the parties that CUSTOMER shall be solely responsible for licensing all third party software products and for CUSTOMER’s performance of the requirements of the license thereunder.

12. Location of equipment

Unless otherwise directed or specified under this agreement, equipment to be serviced will be located at XXX. Property that is located at other locations (including but not limited to staff or faculty homes) will not be serviced under this agreement.

13. Independent Contractors

Both parties to the Agreement are Independent Contractors and neither is authorized to nor shall act as agent to the other.

14. Confidential Information

DSS agrees that it will not disclose to any third parties or use CUSTOMER Information, as defined herein, except as expressly permitted under this Agreement. Notwithstanding the foregoing, DSS shall not be responsible for disclosures of CUSTOMER Information caused by software or hardware failures or programming or other errors outside the control of DSS. DSS shall use best efforts to restrict access to the CUSTOMER Information to those of its employees or agents having an operational need to have such access. CUSTOMER Information shall include, without limitation, any information disclosed by CUSTOMER to DSS or otherwise received by DSS during the term of this Agreement regarding all personally identifiable data about CUSTOMER’s employees or other individual agents, CUSTOMER’s clients, CUSTOMER’s procedures and policies, and CUSTOMER computer, information or telephone systems. CUSTOMER Information shall also include any other information clearly marked with a “confidential”, “proprietary” or similar legend. In the event of termination for any reason, DSS must immediately return to CUSTOMER all materials, data, files, and other documents in any format containing CUSTOMER Information. DSS understands and acknowledges that in the event of a breach or threatened breach of the provisions this Section, CUSTOMER shall be entitled, in addition to any other rights or remedies at law and equity, to seek injunctive relief against DSS without the necessity of posting a bond, to prevent the irreparable harm that such breach or prospective breach may cause. This Section shall survive termination of this Agreement.

15. Disclaimer of Warranties/Liabilities

17.1 NUIT represents and warrants that it shall provide the Services in a professional and workmanlike manner, consistent with industry standards and that the Services shall comply with all the written and oral representations made by DSS regarding the Services. All other warranties, express or implied, are hereby disclaimed.
17.2 In no event shall either party be liable for direct, indirect, special, incidental, consequential damages, loss of profits, or lost data, even if it has been advised of the possibility.

17.3 This Section shall survive termination of this Agreement.

16. Governing Law

This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement.

17. Entire Agreement/Amendments

This Agreement represents the entire agreement between CUSTOMER and NUIT and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by NUIT and CUSTOMER.

18. Dispute Resolution

The parties agree to use their respective best efforts to resolve disputes that arise hereunder by escalating the dispute to higher levels of management within their respective administrations for resolution, before submitting the dispute to court for resolution.

19. Notices

All notices, requests, demands, claims and other communications hereunder shall be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given, and deemed received two (2) business days thereafter, if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

NUIT Technology Support Services
Print Name: ________________________________
Print Title: ________________________________
Mailing address: ____________________________
Facsimile: _________________________________

CUSTOMER
Print Name: ________________________________
Print Title: ________________________________
Mailing address: ____________________________
Facsimile: _________________________________

Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.
IN WITNESS WHEREOF, the parties have, through their duly authorized officers, executed this Agreement as of the date and year first written above.

CUSTOMER

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

NUIT Technology Support Services

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
Appendix 1:

List of supported Users