

WORK AUTHORIZATION & CONFIDENTIALITY

WORK AUTHORIZATION STATEMENT

Company representative below hereby authorizes and requests Mosaic Data Services, Inc. (Mosaic) to perform Professional Services including consulting, design/development, hosting or other IT management and IT support services for the benefit of the Company named below (Company). Company understands it will be billed for all time and materials required to complete requested service(s) at the agreed upon rates included herein. Payment for Professional Services will be due and collected upon completion of the service unless otherwise agreed. Company authorizes Mosaic to immediately charge Company's credit card on file for any Professional Service they have requested in writing or otherwise that requires 1 hour or less to perform. Any requested Professional Service which requires more than 1 hour to perform will require authorization from Company before any payment is charged. Payment for Block Hour services will be collected in advance of any service being provided and a monthly accounting of time spent will be provided to the Company as requested. Payment for any hardware or software purchased from Mosaic shall be collected in full before the hardware or software will be delivered. This Work Authorization shall be considered a blanket agreement and shall not expire at any specific future date unless requested by Company in writing. Company understands that work performed is on an account stated basis. Company agrees that Mosaic will own all rights, title and interest including copyright in all deliverables including hardware, software, and devices until such time that Company has rendered payment in full. Company understands that in no event will Mosaic be liable to Company whether in contract or in tort or under any other legal theory including, without limitation, strict liability and negligence for lost profits or revenues, loss of production, loss of use, or similar economic loss, or for any indirect, special, consequential or similar damages, arising out of or in connection with the performance and execution of this work authorization. Mosaic's liability under any claim made by Company shall not exceed the total amount of fees theretofore paid by Company to Mosaic.

MUTUAL CONFIDENTIALITY STATEMENT

Using the same standard at which Customer protects its own confidential or proprietary information but no less than reasonable care, Customer shall at all times protect and preserve the confidentiality of, and may not disclose to any third party, any trade secrets or other confidential information of Mosaic to which Customer may gain access hereunder or in connection herewith, including without limitation all proprietary technology, software, engineering data, schematics, and product designs, and all non-public business, financial, pricing, or marketing plans or information. No reproduction, use or disclosure of any Mosaic proprietary information will be permitted without the prior written consent of Mosaic in each instance. Customer must further assure that its personnel comply with such obligations of confidentiality. It is understood that Mosaic has no duty to disclose any confidential information to Customer. Customer will not disassemble, decompile, or reverse engineer any Product or portion thereof or use any Product or portion thereof other than in ordinary and reasonable ways for ordinary and reasonable commercial purposes.

Mosaic shall at all times protect and preserve the confidentiality of, and may not disclose to any third party, any trade secrets or other confidential information of Customer to which Mosaic may gain access hereunder or in connection herewith, including without limitation all proprietary technology, software, engineering data, schematics, and product designs, and all non-public business, financial, pricing, or marketing plans or information. No reproduction, use or disclosure of any Customer proprietary information will be permitted without the prior written consent of Customer in each instance. Mosaic must further assure that its personnel comply with such obligations of confidentiality. It is understood that Customer has no duty to disclose any confidential information to Mosaic. Mosaic will not disassemble, decompile, or reverse engineer any Product or portion thereof or use any Product or portion thereof other than in ordinary and reasonable ways for ordinary and reasonable commercial purposes.

MOSAIC BUSINESS HOURS & SUPPORT ACCESS

MOSAIC HELP DESK	24x7 Help Desk: support@mosaicdataservices.com
	24x7 Client Portal: http://clients.mosaicdataservices.com
MOSAIC KNOWLEDGEBASE	24x7 Online Support: http://kb.mosaicdataservices.com
MOSAIC NORMAL BUSINESS HOURS	9:00am - 5:00pm ET, Monday - Friday
MOSAIC AFTER HOURS / WEEKENDS	5:01pm - 8:59am ET, Monday - Friday, Weekends
MOSAIC HOLIDAYS / EMERGENCIES	All Federal Holidays & Emergencies



RATES FOR HELP DESK & PROFESSIONAL SERVICES

All Professional Service hours and Block Hour Services must be purchased in advance of service being provided.

SERVICE	HOURS	RATE	SLA
Help Desk / Support	Normal Business Hours	\$125.00 / hour	One (1) hour
	After Hours / Weekends	\$187.50 / hour	Four (4) hours
	Holidays / Emergencies	\$250.00 / hour	Four (4) hours
Professional Services (Programming, Engineering, etc.)	Normal Business Hours	\$150.00 / hour	One (1) hour
	After Hours / Weekends	\$225.00 / hour	Four (4) hours
	Holidays / Emergencies	\$300.00 / hour	Four (4) hours

NOTE:

SLA is not a guarantee rather a best effort. Depending on the circumstances, more time may be required to respond. Any pre-arranged, schedule maintenance services conducted outside normal business hours are still billed as normal business hours.

Emergencies are events that require a response outside of Mosaic's normal SLA.

If Customer fails to pay all amounts due within the times set forth in this Work Authorization, and Mosaic brings an action to enforce payment or collection, Customer agrees to pay Mosaic's reasonable attorney's fees and other expenses of collection in addition to all other sums due and payable on this Work Authorization.

I understand the terms stated above and I certify that I am of proper authority to unconditionally bind Customer to the terms set forth in this agreement.

AUTHORIZED COMPANY REPRESENTATIVE

I certify I am of proper the authority to unconditionally bind Customer to the terms set forth in this agreement.

Company Name: _____

Company Representative (Print): _____

Representative Signature: _____

Representative Title: _____

Date: _____



CREDIT CARD AUTHORIZATION FORM

ATTENTION EXISTING MOSAIC DATA SERVICES CUSTOMERS

Please check the box here to authorize billing for this service using your current default payment option.

To take advantage of automatic billing, simply complete and sign the form below. All requested information is required. Upon approval, we will automatically bill any recurring or incidental charges to your credit card for the amount indicated. Your total charges will appear on your monthly credit card statement and a paid copy of your invoice will be sent via email. You may cancel this automatic billing authorization at any time by contacting us.

CUSTOMER INFORMATION:

Company Name:

Contact Name:

Phone Number:

RECURRING PAYMENT AUTHORIZATION (IF APPLICABLE)

I authorize Mosaic Data Services, Inc. to automatically bill the card listed below as specified:

Amount: \$ _____ Billing Frequency: _____

Start billing date: _____ End billing date: _____

NON-RECURRING PAYMENT AUTHORIZATION (IF APPLICABLE)

I authorize Mosaic Data Services, Inc. to bill the card listed below for the approved and requested non-recurring services:

Amount: \$ _____

Any charges in excess of this amount must be approved in writing by the Customer or invoiced to the Customer separately.

CREDIT CARD INFORMATION:

Name on the Credit Card: _____

Address (on the credit card statement): _____

City / State / Zip Code: _____

Credit Card Type: _____

Credit Card Number: _____

Expiration Date: _____ / _____

CVV Security Code: _____

Customer Signature: _____

Date: _____

