



Appendix D to DIR Contract Number DIR-TSO-3450 Block of Time Agreement

MTM Block of Time. This Appendix D, Block of Time Agreement, specifies MTM's hourly rates, overtime multipliers, and business hours for a specific block of time. By signing the Appendix D Block of Time Agreement, Customer agrees to pay for all hours and associated hourly rates for work performed under this Agreement, in accordance with DIR Contract DIR-TSO-3450 Appendix C Pricing Index. Signed by a representative authorized by Customer, this Block of Time Agreement will allow for scheduled onsite services, remote services, or remote support ("Services") to be delivered by MTM for Customer's benefit. This Block of Time Agreement will end one year from the date signed below ("Effective Date") or when hours are depleted, whichever comes first.

Purpose. Immediately upon arrival at the Customer's site, the MTM representative and designated Customer personnel will meet to discuss the objectives, tasks, and other technical and business-related information relevant to this engagement. The MTM representative and Customer will agree on what tasks can be accomplished given the amount of time contracted. In the event it is anticipated additional time may be required to complete the requested tasks/objectives, the Customer may request additional time via MTM's Change Authorization Process.

Change Authorization Process. When both parties mutually agree to change the Scope of Services, MTM shall prepare a written description of the agreed change (called a "Change Authorization") that both parties must sign. The terms of a Change Authorization are subject to and governed by the DIR Contract DIR-TSO-3450. In the event of a conflict, the DIR Contract controls.

Service Descriptions and Rates.

	Quantity	Hourly Rate	Total
Block of Time Services			
Primary Practice	Other		
Services Part #	Select SKU		
Description of Services			

Premium Time Labor Rates After hours and emergency services performed after the normal weekday business hours of 8 a.m. to 5 p.m. will be charged at a rate of \$249.38 per hour. Services performed on a holiday will be charged at a rate of \$332.50.

Assumptions.

- With the exception of hours specified as "after hours" work in the Service Description and Rates table, all work will be performed during normal business hours, which are Monday through Friday, 8:00 A.M. to

5:00 P.M. local time, excluding MTM-designated holidays, which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

- Block hours can be exchanged for training at publicly available classes taught at an MTM Training Center. The number of hour per class is calculated based on the list price of the specific class divided by the cost per hour of the pricing and services specified in Appendix C, Pricing Index.
- A business day is considered to be eight (8) hours and may include offsite time required for research, documentation, or any other applicable work. Any billable offsite work must be mutually agreed upon in advance by the Customer and MTM prior to the work being performed.
- Remote services will be provided with a 30-minute minimum and in increments of 15 minutes thereafter, per incident. Onsite services will be provided with a 4- or 8-hour minimum charge per day, depending on Customer proximity to an MTM office.

Terms and Conditions. This Block of Time Agreement is subject to and governed by the DIR Contract, DIR-TSO-3450. This Block of Time Agreement shall be considered a "Sales Order" for purposes of the DIR contract, DIR-TSO-3450.

Billing Terms. Block of Time Services are billed in accordance with DIR Contract DIR-TSO-3450 Appendix A, section 8I. Invoices and Section 8J. Payments.

Travel Expenses. Travel expenses will be in compliance with DIR Contract DIR-TSO-3450 Appendix A, section 8F. Travel Expense Reimbursement.

Customer Acceptance. Please sign below indicating your agreement to the above terms and to indicate acceptance of Appendix D Block of Time Agreement.

Agreement Date _____
 MTM Opportunity # _____
 MTM Account Manager _____
 MTM Fax # _____

Customer _____
 Contact Name/Title _____
 Customer Signature _____
 Signature Date _____