



Intelligent
IT designs

*smart solutions
for smart business.*

Excellent IT Maintenance for Your Business

Presented By:

Intelligent IT Designs
27 Stephenson Blvd
New Rochelle NY 10801

Paul Villanueva, President
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Presented To:

Robert Y. Shasha
The Cotswold Group Inc.
550 Mamaroneck Ave. Suite # 411
Harrison, NY 10528



Client Testimonials

‘Prior to enlisting the services of Paul V. and his IT team, we were with a company that in retrospect was reacting to whatever problems arose, rather than anticipating. This led to a reactive, band-aid approach to IT solutions, rather than a systemic, proactive approach. And in reality, rather than a steady reliable cost of doing business, the pricing structure was scattershot, unpredictable and at times even alarming. When it comes to pricing, my attitude about it is, what salary would I pay an in-house IT support person? And when I look at it that way I’m satisfied because the reality is that 24/7 Paul and his team are available to us, working for us and supporting us. So really, they are like a part of our staff. Paul V. and his team are low-key, high-caliber IT professionals. If and when there is a problem, they always provide reassuring, competent assistance. If you like to sleep at night, take this concern off your mind and hand it over to Paul and his team who will monitor your IT system on a regulated schedule. Because of their genuine thoughtfulness, trustworthiness and sincere interest in getting things right and making things run right, I can relax and leave the driving to them, so I can run my business.’

Nicole Pasternak, Office Operations, GNF Marketing

“As you know, your services have been invaluable to me, especially this past year since the fire. We have relied on your services since 2013 and you were with us the day after the fire salvaging the server and computers so we could keep our administrative operations running without interruption. Since then your guidance has been very helpful and your technicians have provided superior support for all of the changes we have had over the past year to continue our operations during the restoration. I have confidence in your company. Jobs are quickly completed and done correctly the first time. I appreciate that you have accommodated many of my cost cutting solutions, purchasing my own computers and repurposing older computers and reusing older equipment in less critical situations. However, as you know our network is critical for our operations and you have helped me develop a fast, reliable and secure network that my company relies on without worry. Your monthly maintenance keeping each workstation, the servers, and the firewall and our software up to date and monitoring back-ups is efficient and I feel I am doing all I can to mitigate the threat of a data breach or other failure.”

Spencer A. Koja, Controller, The Ardsley Country Club



Client Testimonials

“Having started a business from scratch, one that was funded by our (the owners’) life savings, we are extremely cost conscious. It’s easy making the right decision when you are, say, buying supplies, and the mistakes (like that less expensive single-ply toilet paper) can readily be corrected. Choosing the right professional to partner with is a more challenging decision where considering price alone can lead to a terribly wrong decision. Everyone needs to earn a living so you have to consider whether the price is “fair” rather than just low. It is important to know the billing culture of your professional and how busy they are. They need to be honest in how they charge their hours. They need to be busy enough so that they aren’t too hungry for your work but still have the capacity to jump in when the need arises. It is a difficult decision but one where you err on the side of spending more knowing you chose the professionals who can provide the best quality service rather than knowing you hired the lowest cost firm.

We rely on our computer system to operate our business. If our computers aren’t up, we can’t operate, and if they are down for a significant period of time, we incur significant reputational exposures. In our situation it was a no brainer. We need to be on top of and in front of everything that impacts our computer systems and Internet connections. Unfortunately, we don’t have in-house computer expertise. We rely on Intelligent IT Designs. Their continuous monitoring of our system and identification of problems, often before we know about them, are what we depend on. They resolve issues before they impact us, and the few times there have been problems that have affected our computers, Intelligent IT Designs has been right on it, getting us up and running quickly.

I owned another comparable business 20 years ago that we operated totally using manual systems. While computers have made things easier, the environment is clearly more complex. Having quality IT support is critical to us. It is a necessary cost of doing business today. The exposure to our business of any systems interruptions is so significant that lower cost options were just not the right way for us to go.”

Stephen Markowitz, President and CEO, Ruby & Jack’s Doggy Shack



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Proposed Services

NAS, Backup and Firewall Maintenance – Estimate 2 hours per month @ \$150 per hour.

Computer Maintenance/Cleanup – Estimate 1 hour per computer per quarter @ \$150 per hour.

Acceptance and Terms

The Cotswold Group Inc. has agreed to allow Intelligent IT Designs to undertake the services outlined in this document.

We look forward to partnering with you and contributing to your success.

By _____

Intelligent IT Designs

Paul Villanueva

By _____

The Cotswold Group Inc.



General Terms and Conditions

Parties – This agreement shall be between Intelligent IT Designs (COMPANY), a New York Corporation with principle place of business at 27 Stephenson Blvd, New Rochelle, NY 10801 and The Cotswold Group Inc. (CLIENT), a Corporation with principle place of business at 550 Mamaroneck Ave, Harrison, NY.

Description of Services – Services shall be provided according to a written proposal which shall be attached to and become an integral part of this agreement.

Payments – Payments for subscription based (a.k.a. managed) services (such as monitoring, maintenance, help desk, etc.) are due prior to the first of the month for which the payment is intended to cover. Invoices will be sent approximately 30 days prior to the due date. Payments for blocks of hours are due in advance. Payment terms for T&M services and fixed price limited engagements will be negotiated on a case-by-case basis. Late payments are subject to interest equal to 1.5% per month.

Pricing - Pricing as indicated within this Agreement shall remain in effect for the length of the Agreement. Pricing quoted outside this agreement may change at any time.

Typographical Errors - INTELLIGENT IT DESIGNS cannot be held bound or held responsible for typographical errors or omissions.

Force Majeure & Malicious Acts - This agreement is designed to cover the support needs of the CLIENT during normal operating conditions. INTELLIGENT IT DESIGNS shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of God, wars, insurrections, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.

Loaned/Rented Equipment - the CLIENT agrees that any equipment utilized by INTELLIGENT IT DESIGNS, in the execution of this or any service that is not explicitly purchased by the CLIENT shall remain the property of INTELLIGENT IT DESIGNS, and must be returned if requested. CLIENT further agrees to cease the use of any technology that remains the property of INTELLIGENT IT DESIGNS upon termination of this agreement.

Confidentiality – Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The CLIENT agrees not to disclose rate(s), term(s), or any information regarding this Agreement without the prior written consent of INTELLIGENT IT DESIGNS.

Hiring of Employees - the Client agrees not to hire or attempt to hire any INTELLIGENT IT DESIGNS employee, contractor, or former employee within two years of termination of employment, as full-time or part-time employee, contractor, or any other such arrangement without the written consent of INTELLIGENT IT DESIGNS. CLIENT understands and agrees that INTELLIGENT IT DESIGNS shall suffer such irreparable harm in such event that CLIENT shall, if such breach should occur, immediately pay to INTELLIGENT IT DESIGNS an amount equal to the employee's annual compensation (including salary and expected bonuses) at the time of breach or at the time of termination, whichever is greater.

Authority - Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive or Chief Financial Officer or any person designated by either of those two individuals shall have power and authority to bind Client.

Contractor Status - The relationship of INTELLIGENT IT DESIGNS to the CLIENT is that of an independent contractor and not that of an agent or employee of the CLIENT. It is expressly understood and agreed by the parties that the CLIENT shall not have, nor exercise, any control or direction over the manner or methods by which the INTELLIGENT IT DESIGNS provides services other than the right to require that the performance of such services be in accordance and consistent with the terms set forth in this agreement.

General Health & Safety - INTELLIGENT IT DESIGNS agrees to comply with all applicable health and safety protocols. The CLIENT agrees to remedy any conditions which exist that have the potential to create a hazard.

Site Access - the CLIENT will be responsible for obtaining proper and adequate permission for INTELLIGENT IT DESIGNS to enter upon and operate within the lands and properties designated as the CLIENT's work area.

Equipment & Facilities - the CLIENT agrees that INTELLIGENT IT DESIGNS may utilize certain items of the CLIENT's equipment and may gain access to certain CLIENT facilities. The CLIENT retains title and ownership in all of the CLIENT's equipment owned by the CLIENT and utilized by INTELLIGENT IT DESIGNS, and must grant authority for INTELLIGENT IT DESIGNS to access the CLIENT's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the CLIENT understands that INTELLIGENT IT DESIGNS may be unable to perform their duties adequately and if such a situation should exist, INTELLIGENT IT DESIGNS will be held harmless and the CLIENT will remain bound under the terms of this Agreement.

Security Credentials – CLIENT acknowledges that INTELLIGENT IT DESIGNS must have access to any and all systems and resources to perform their duties under this agreement. As such, INTELLIGENT IT DESIGNS must have access to any and all usernames, passwords, and other pertinent security credentials. If access to credentials is denied, the CLIENT understands that INTELLIGENT IT DESIGNS may be unable to perform their duties adequately and if such a situation should exist, INTELLIGENT IT DESIGNS will be held harmless and the CLIENT will remain bound under the terms of this Agreement.

Warranty - INTELLIGENT IT DESIGNS warrants that the work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. No other warranties exist, expressed or implied.

Default & Excusable Delays - the CLIENT reserves the right to cancel this Agreement in the event of default by INTELLIGENT IT DESIGNS. INTELLIGENT IT DESIGNS shall not, however, be liable for damages occasioned by delays due to causes beyond the COMPANY's control.

No Third Party Beneficiary - All of the provisions of this Agreement are solely for the benefit of the parties hereto, and none of the other provisions of this entire Agreement shall inure to the benefit of any person not a party to the Agreement, and third parties shall have no rights hereunder.

Consequential Damages - Neither the CLIENT nor INTELLIGENT IT DESIGNS shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.

Indemnification - the Client shall at all times indemnify and save INTELLIGENT IT DESIGNS harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the Client may be subjected by reason of any act or omission of INTELLIGENT IT DESIGNS, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to property of the CLIENT or others.

Entire Agreement - This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. The Client and INTELLIGENT IT DESIGNS agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition herein contained. Headings, titles and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.

Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of the New York.