

TERMS OF SERVICE

This Agreement is entered into by and between **«P Company Name»**, hereafter referred to as "Customer," and Ansley Communications Group Inc., a Georgia corporation, hereafter referred to as "ACG Solutions"

Whereas, Customer desires to purchase hardware and/or software and/or services from ACG Solutions and ACG Solutions agrees to provide said hardware and/or software and/or services; and.

Whereas, Customer desires for ACG Solutions to perform for Customer various services, including the installation of computer software, technologies, upon the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

For and in consideration of the mutual covenants and agreements set forth herein and services to be rendered hereunder, Customer agrees to pay to ACG Solutions, as set forth by the following fee schedule:

An hourly fee at the applicable Rate x 1.5 per hour for all Services after Business Hours;

An hourly fee at applicable Rate x 2.0 per hour for all Service on Holidays and Sundays;

Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (Thursday and Friday) and Christmas Eve Day, Christmas Day. These days are subject to change depending on the days in which these holidays fall during any calendar year.

This schedule is collectively referred to as "Services". As used herein, the following applicable rates shall apply.

On site services:

Within 1 hour of Cornelia, Georgia: (travel is not billed)

- One Technician \$95 per hour (minimum of 1 hour billed in 15 min increments)
- Lead Technician & helper \$125 per hour (minimum of 1 hour billed in 15 min increments)

Outside 1 hour of Cornelia, Georgia: (1-hour travel is billed plus any incurred travel & expenses)

- One Technician \$95 per hour (minimum of 1 hour billed in 15 min increments)
- Lead Technician & helper \$125 per hour (minimum of 1 hour billed in 15 min increments)

Remote Services:

- \$95 per hour (minimum of 15 mins billed in 15 min increments)

Hosted or Managed IT Services:

Tier 1 Support: \$95 per hour (minimum of 1 hour billed in 15 min increments)

Tier 2 Support: \$250 per hour (minimum of 1 hour billed in 15 min increments)

Tier 1 Support. Day-to-day support given directly to registered End User. Tier 1 support personnel shall be available to: (a) answer questions from and provide instruction and guidance to registered End Users regarding the operation, features and functionality of the Service; (b) receive and document questions, comments or complaints from End Users regarding possible problems with the Service; (c) assist the End Users with preliminary problem diagnosis and, if possible, remediation or resolution; and (d) if appropriate, contact Tier 2 support personnel for escalated technical support.

Tier 2 Support. Advanced problem resolution in response to significant problems relating to the Service that cannot be remedied or resolved by Tier 1 support personnel, usually requiring modification to the source code for the Service.

Other:

Solution Architecture/Engineering \$ 125 per hour

Project Management: \$95 per hour

As used herein, Business Hours are defined as 8:00am to 5:00 pm Monday through Friday, Eastern Time.

Upon acceptance of any given quote, proposal, and/or statement of work for initial installation, 50% of all labor, materials, hardware and software costs are due. The balance is due upon delivery and/or completion of proposed materials, hardware and/or software and/or services. For multi month or multiyear quotes, proposals, and/or statements of work for recurring maintenance and/or service tasks, the monthly amount shall be billed at the beginning of each month with net 10 terms.

Additional customer provided hardware and/or software and/or services, can be installed or addressed, however, unless specifically indicated on the quote, proposal, and/or statement of work, installation of customer provided hardware and/or software and/or services is not included as part of said proposal and shall be chargeable to Customer at the above referenced rates.

Although ACG will undertake to perform in accordance with Customer's requests, ACG does not guarantee any particular result and Customer acknowledges and agrees that ACG shall not be liable to Customer for any claims or damages in the event that, after reasonable efforts, ACG is unable to achieve the result requested by Customer.

Title to any listed hardware and/or software herein being purchased is retained by ACG until complete and full payment of all outstanding invoice(s) is paid for by Customer, regardless of whether Customer has paid a specific invoice which may itemize a specific item of hardware and/or software. Once all of Customer's invoices have been paid to ACG, title shall pass to the Customer. Further, Customer grants ACG authorization to enter upon its premises for removal of any listed hardware and/or software for any unpaid invoice(s). While Customer acknowledges that ACG has no obligation to accept return of any said listed hardware and/or software, in the event ACG accepts return or repossesses any listed hardware and/or software, Customer will remain liable to ACG for 50% of the original purchase price of said listed hardware and/or software as a restocking charge.

Invoices not paid within 30 days of delivery and/or completion of hardware and/or software and/or services (whichever shall first occur) shall accrue interest at the rate of 21% per annum. Invoices not paid within 60 days will result in suspension of all services to Customer.

Customer understands and acknowledges that most, if not all, software products are protected by various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Additionally, most, if not all, software products are licensed and not sold. Further most, if not all, software products require the end user to agree to a license agreement with the software vendor. Included within many such license agreements are restrictions on the use of the software and the requirement of a license for each computer for which the software is installed.

Proper licensing of customer-provided software is Customer's responsibility. Customer understands and acknowledges that for any software which Customer provides to ACG and requests ACG to install, that it is the Customer's sole responsibility to insure that Customer has a valid license for each computer on which the software is installed, in the event said license is a requirement of a licensing agreement with a vendor. Additionally, it is the Customer's sole responsibility to adhere to various copyright laws and international copyright treaties, as well as other intellectual property laws and treaties and any other terms required under any licensing agreement with software vendors and not the responsibility of ACG.

Notwithstanding anything to the contrary contained herein, Customer acknowledges and agrees that all information, including but not limited to plans, site surveys, roadmaps, business intelligence, and any disclosed or observed processes, whether presented in person, electronically, in printed form or any other way by ACG, (hereinafter "ACG's Work") is considered confidential and the intellectual property of ACG. No part of the ACG's Work may be utilized, duplicated, implemented, incorporated, reproduced or transmitted in any form by any means by the Customer without purchase from ACG or the express written permission of ACG. ACG shall be entitled to avail itself of any remedies available to ACG at law or in equity.

In the event that ACG is at any time named or joined as party in any suit or other action arising out of the use of computer software by Customer, then Customer hereby agrees to further indemnify and hold harmless ACG from all liability, costs and expenses, losses and damages, demands, claims and judgments, including, without limitation, payment of attorneys' fees, with respect to such suit or other action and ACG shall have no obligation or liability therefore. The only exception from this indemnification is software purchased from ACG and used as directed by ACG.

Customer agrees to defend, indemnify and save ACG harmless from and against any and all claims, demands, actions, lawsuits, penalties, losses, damages, costs, liabilities and expenses (including, but not limited to, attorneys' fees and costs of suit) of whatever kind or character, on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property, or arising out of or in connection with the actions of the Customer and/or Customer's employees, agents or invitees.

ACG hereby expressly disclaims all warranties either expressed or implied and further disclaims any warranty of merchantability or fitness for a particular purpose. Customer acknowledges that ACG shall not be obligated to Customer for any damages, including, but not limited to, special, incidental or consequential damages arising out of or in connection with any hardware and/or software and/or services purchased by Customer or for any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with any hardware

and/or software and/or services performed by ACG, whether in a contract or tort action including negligence even if ACG has been advised by Customer of the possibility of such damages. This disclaimer by ACG in no way affects the Customer's rights under the term of a manufacturer's warranty, if any.

Further, ACG shall not be liable to Customer for any damages, including but not limited to, damages resulting from viruses, acts of god, including, electrical surges or spikes, defective software, software installed by any person or firm, failures caused by Customer's

employees, agents, invitees, defective equipment or other faults or failures, including, but not limited to, loss of data, man hours, equipment failure or other special, incidental and/or consequential damages arising through fault or failure. Any repairs for said damages shall be chargeable to Customer.

ACG and Customer each agree that they will not directly or indirectly encourage any employee of the other company to leave his or her employment with the other company. Further, ACG and Customer both agree that they will not hire or cause to be hired or employed, or establish a business with, any person who was employed by the other company during the two (2) year period prior to the termination of this Agreement. The clauses in this paragraph will remain in effect for two (2) years following termination of this Agreement.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to 15% of the amount due as attorney's fees, plus costs and expenses in addition to any other relief to which such prevailing party may be entitled.

Customer hereby acknowledges receipt of a true and correct copy of this writing and that this Agreement shall be construed in accordance with the laws of the State of Georgia. The parties hereby consent to the jurisdiction of the State Court of Habersham County for enforcement of this Agreement.

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

This Agreement contains the sole and entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior discussions and agreements between the parties with respect to the subject matter of this Agreement. No alteration or modification of this Agreement shall be binding unless agreed to in writing by the parties. This Agreement shall be binding on and inure to the benefit of the heirs, successors, administrators, executors and assigns of the parties hereto.

The parties executing this Agreement on behalf of the parties represents that he/she is authorized to and has the capacity to execute this Agreement on behalf of the respective parties.

Customer Reporting Procedures for Service

Regular Business Hours (M-F, 8-5 EST)

Recommended for Low Priorities:

- Email the ACG Solutions Dispatcher at acgdesk@acg-solutions.com
 - Include the following information:
 - Definition of trouble / request
 - Requested response time
 - Contact name
 - Requested method of contact and contact information

Recommended for High Priorities:

- Call the ACG Solutions Service Coordinator at (706) 778-5480 or (770) 869-9703
 - Have the following information prepared:
 - Definition of trouble / request
 - Requested response time
 - Contact name
 - Location
 - Requested method of contact and contact information

Outside of Regular Business Hours:

Recommended:

- Call ACG Solutions Service Coordinator line at (706) 778-5480 or (770) 869-9703 and follow instructions pertaining to reporting an emergency on auto-attendant.
 - Leave a message with the following information:
 - Level of emergency (high/low)
 - Definition of trouble / request
 - Requested response time
 - Contact name
 - Location
 - Requested method of contact and contact information

The Service Coordinator line is programmed to automatically page the on-call Technicians.

For Sales Support:

- Email: sales@acg-solutions.com
- Call: (706) 778-5480 or (770) 869-9703