

NETWORK SUPPORT AGREEMENT



This Network Support Agreement ("Agreement") is made and entered into by and between AthCon Communications, LLC ("Support Vendor") and ("Customer") _____, who's authorized signature appears below. This agreement entitles Customer to retain Priority Customer Status and acquire all of the benefits described below.

1. SCOPE OF SERVICES

During the Term of the Agreement, Support Vendor shall render the following services in support of the Customer's Covered Hardware, during normal working hours, at the Support Vendor's rate schedule set forth in "Schedule A" hereto.

1. Support Vendor shall maintain the ability to remotely connect to Customer's workstation via modem, DSL, or Broadband connection to diagnose the operation of Customer's network.
2. If Support Vendor is unable to adequately assist Customer remotely, Support Vendor will be available to travel to Customer's location to support the network on-site.
3. Support Vendor shall be responsible for using reasonable diligence in determining and correcting errors that Customer experiences with Network Administration based upon Customer's particular use, installation, and implementation of normal business procedures on its hardware network, unless such errors are due to bugs that are inherent in the Manufacturer's Hardware itself.
4. Failures and Alarms. For purposes of this Agreement, a "Failure" in the Customer's equipment is one that prevents the Covered Hardware from operating substantially in accordance with normal operating procedures. A "Major Alarm" shall mean a Failure in the Covered Hardware that is subsequently verified by Contractor as causing an immediate and significant disruption in mission critical business operations of Customer, and which could not reasonably be avoided through minor operational adjustments. A "Minor Alarm" is any Failure in the Covered Hardware other than a Major Alarm.
5. Trouble Reports, Response Times. The Customer's Help Desk shall supply Contractor with verifiable and reproducible evidence of Failures in accordance with the Contractor's "Trouble Report" procedures set forth on "Schedule C" hereto. Upon receipt and acknowledgement of a Trouble Report, Contractor shall respond by remotely connecting or being on-site within the time periods listed below:
 - (i) Major Alarms. To the extent a Trouble Report identifies one or more Major Alarms, the Contractor shall with the cooperation of Customer (including installation of remote connection) immediately commence diagnosis of the Failure, and have a technician on-site or remotely connected within one-two (1-2) hours. Once the cause of the Failure is known, Contractor shall provide a temporary fix or workaround to the Failure at the earliest opportunity. Contractor shall thereafter provide a permanent correction as soon as practical.
 - (ii) Minor Alarms. In the case of Minor Alarms, the Contractor shall within two-four (2-4) hours after receiving a Trouble Report initiate diagnosis and failure correction efforts. Minor Alarms shall be corrected by Contractor within a reasonable time through telephone support or through the issuance of periodic updates.

2. COVERED HARDWARE/SOFTWARE

Customer claims responsibility for failures and errors in any hardware and software that is not listed on "Schedule B" ("Description of Covered Hardware/Software"). Operating systems are considered to be Software. Any hardware, software, peripherals, equipment, or licenses purchased after the signing of this agreement, will be supported if, and only if, purchased from, recommended by, or bought after consultation with AthCon Communications, LLC.

3. FEES AND CHARGES

Customer shall pay Support Vendor its fee and charges at the rate schedule set forth in "Schedule A" hereto. Support time will include time spent engaged with the customer and time spent engaged with product manufacturers in pursuit of a problem resolution. If on-site presence is required, travel time will be included as set forth in "Schedule A." Minimum time deduction per incident involving only phone and/or modem support will be 15 minutes. Minimum time deduction per incident involving on-site service/support will be 30 minutes. Support Vendor will provide updates (Client Update) to Customer on a quarterly basis identifying time used and stating the balance of time available under the current Agreement.

All fees included within the confines of this contact are for services rendered only. Other than printer parts, any additional parts or equipment needed to perform the scope of this agreement, or bring resolution to a Trouble Report will be billed separately, as per an agreed upon estimate at the time of the incident, or supplied by the Customer's preferred vendor.

Initial /Support Vendor/ _____ Initial /Customer/ _____

4. CUSTOMER'S RESPONSIBILITY

Customer shall be responsible for Help Desk support directly with the employee in order to determine the nature of the Trouble Report. Upon forwarding the Trouble Report to the Contractor, the Customer's Help Desk shall be responsible for confirmation of resolution and status updates to the employee. The relationship between the Help Desk and the Contractor shall always be open. The Customer shall also allow the Contractor access to the necessary company resources required to perform the services called for in this Agreement, such as log-ins, hard drive image files, and remote access where security is not a concern. Furthermore, the Customer shall be responsible for maintaining all equipment, telephone lines, and other hardware necessary to operate the Covered Hardware.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUPPORT VENDOR DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE COVERED HARDWARE OR THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. In no event shall Support Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Support Vendor by Customer for the current Agreement. In no event shall Support Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Support Vendor knew or should have known of the possibility of such damages. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for non-payment may be brought within two years of the date of last payment.

6. TERM AND TERMINATION

This Agreement shall become effective upon receipt by Support Vendor of the applicable fees for a set number of support hours. It shall continue in full force and effect until the sooner of Customer's use of all of its prepaid support time, or two (2) months. This Agreement shall renew upon the agreement of both the Customer and the Contractor, that the trial period was beneficial for both parties, and continue in full force for one (1) year. Payment by Customer and receipt and acceptance by Support Vendor of additional prepaid support fees shall then commence on a monthly basis. This agreement may be terminated as follows:

- A) By either party upon the expiration of the then current term of this Agreement.
- B) By either party upon thirty (30) day's written notice to the other. In such event, Customer will be reimbursed the amount equal to what has been paid for any time remaining on the current Support Agreement term.

7. MISCELLANEOUS

Each party acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the parties hereto. This Agreement and the party's obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Georgia. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law. Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of the business and properties. The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a waiver of any further or additional right that such party may hold under this Agreement. The parties hereto indicate their acceptance and agreement to the terms and conditions set forth herein by their signatures below.

AthCon Communications, LLC

Support Vendor

Customer

Managing Member

Authorized Signature

Date

Date

678.513.9821

Telephone #

Street Address

ATHC-W

Agreement ID Number

City, State, Zip

Customer Contact for Service Requests

Telephone #

SCHEDULE A: PRICES AND FEES

PRIORITY SERVICE PLAN:

- (a) Maintenance service shall be performed each month, unless a "Major Alarm" is ongoing at this, or another Customer's site. Arrangements shall be made to perform Maintenance at the earliest opportunity.
- (b) A Maintenance Checklist shall be predetermined and agreed to by both parties, and provided each month (or invoice), as per "Schedule D."
- (c) Non-maintenance Trouble Reports shall be handled as per the "Alarm" status and applied against Customer's prepaid monthly fees. Priority Customer Status will be retained as long as no other Customer's with a signed Service Agreement are currently undergoing a "Major Alarm."

QUARTERLY FEE: \$280

- (d) Billable on the 1st day of each month, and continuing for the period of one year from the date of signing.
- (e) Prepayment of one month, plus remaining time until the end of the current month, or a date agreed upon by both parties, shall be paid at the time of signing of this agreement, or prior to the onset of services rendered under this agreement.
- (f) Network and PC service time spent in accordance of the services outlined by this agreement will be applied against the prepaid service fees service fees at \$70 per hour, and travel time will be billed at \$50 per hour, up to the amount of \$280 per quarter.
- (g) Upon all prepaid time being utilized for the month, additional fees will be billed at the below rates. Unused hours may be carried over for the period of two (2) quarters, not to exceed five (5) hours accrued.
- (h) Service calls where time was spent honoring this agreement shall be presented in invoice format, including quarterly statements showing amounts consumed/remaining on the contract.

ADDITIONAL FEES: \$70 PER HOUR

- (i) Additional service fees will be \$70 per hour, and billable upon completion of problem solution, or end of quarter.
- (j) Additional travel time will be \$50 per hour, and apply only to trip time to Customer's site.
- (k) After hours fees will be billed at the rate of \$100 per hour and holiday fees at the rate of \$150 per hour. Any fees will be applied against the prepaid service fees for the period.
- (l) Supplementary services, such as web design, will be applied against the prepaid service fees at our normal rates (ie. Web design fees: \$50 per hour).

ADDITIONAL HARDWARE COSTS: PER CASE ESTIMATE

- (m) Any additional parts or equipment needed to perform the scope of this agreement, or bring resolution to a Trouble Report, will be billed separately, as per an agreed upon estimate at the time of the incident.

SCHEDULE B: DESCRIPTION OF COVERED HARDWARE

1. Microsoft Windows operating systems: Including Windows 98, NT 4.0, 2000, and WinXP Pro.
2. Any computers including Workstations and Servers.
3. Any hardware necessary for Network function: Including hubs, routers, print servers, etc.

SCHEDULE C: TROUBLE REPORT (Will provide copies and on-line form)

SCHEDULE D: MAINTENANCE CHECKLIST (Will provide detailed invoice)

- | | |
|--|---------------------------|
| 1. Server error logs – Weekly check | 4. Internet access |
| 2. Back-ups – Weekly check | 5. Remote services access |
| 3. Virus definitions and updates – Monthly check | 6. Routine PC maintenance |

AthCon Communications, LLC

Support Vendor

Managing Member

Date

Customer

Authorized Signature

Date