



**A GEEK TO GO! Inc.
MANAGED SERVICES PROGRAM**

THIS MANAGED SERVICE PROVIDER AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this date (found at bottom of contract) by and between **A Geek To Go! Inc.**, a South Carolina Limited Liability Corporation having an address at 886 Simpkins Street Charleston, SC 29412 (the "AGTG"), and (the "Customer").

RECITALS:

WHEREAS, AGTG and the Customer have entered into a Customer Service Agreement whereby AGTG has agreed to provide both phone and remote computer support services and software to the Customer; and

WHEREAS, AGTG and the Customer desire to set forth certain additional terms and conditions (the "Terms") in this Agreement related to the Customer Service Agreement.

1. TERMS & CONDITIONS: The Terms apply to AGTG which is a business licensed and trademarked as "A GEEK TO GO! ðW" and the Customer. AGTG shall provide the Services only to Customer and only with respect to the specific hard drives and software, owned by Customer that reside at the service location. The Terms are subject to change by AGTG in its sole discretion, effective upon posting a revised version of the Terms on the AGTG Site or by other Customer notice. By continuing to use any subscription (the "Subscription") following such posting or notice, Customer accepts such changes and agrees to abide by them.

2. CUSTOMER RESPONSIBILITIES:

A. When contacting AGTG for assistance or while AGTG is providing Services, the Customer must provide a detailed description of the problem. If AGTG requests further information about an issue, the Customer must promptly provide the requested information, which may include, without limitation, online manuals related to the Covered Equipment or network, installation CDs or DVDs; examples of software output; any error message(s) observed; log files; output from diagnostic commands; or configuration information, including .ini files and network files. Thorough troubleshooting may require bringing the Covered Equipment off-line or re-booting.

B. THE CUSTOMER IS RESPONSIBLE FOR ANY AND ALL CHARGES ASSESSED BY ITS ISP, FOR ENSURING THAT WIRELESS NETWORKING DOES NOT VIOLATE ITS ISP'S TERMS OF SERVICE, AND FOR CONTACTING ITS ISP TO DETERMINE WHETHER ITS ISP IMPOSES ADDITIONAL CHARGES FOR CONNECTING MORE THAN ONE (1) COMPUTER TO A SINGLE ISP CONNECTION.

C. The Customer is responsible for ensuring that the physical installation site and environment is kept in accordance with applicable manufacturer specified standards and is adequate to properly run the Covered Equipment, including, without limitation, with respect to availability of and proper connection to sufficient electrical power.

D. The Customer is responsible for ensuring that its internet service connection is active, available and properly connected by its ISP and for supplying the appropriate ISP setup software (which, if needed, AGTG will configure with the proper parameters, TCP/IP address, mail server names, etc.) If any of these items are unavailable, AGTG may be able to procure and provide them for a separate fee on a time and materials basis, but AGTG cannot guarantee it.

E. The Customer must provide the technician with legally licensed copies of any software-drivers or applications required for installation of any external devices if different from Windows/Mac standard drivers. The Customer must provide the technician with any system or ISP passwords necessary to perform the installation, or be available to enter them when necessary.

F. IMPORTANT NOTICE: If any of the items the Customer is required to provide are not immediately available to the technician upon remote access to the Service Location, AGTG will be responsible only for accomplishing as much of the Services as possible, but, in no event, will the Customer be entitled to any refund for amounts paid or to a discount of any amounts due for Services AGTG is unable to perform due to the Customer's failure to provide such items or to otherwise abide by these Terms.

3. THE CUSTOMER'S SELECTION OF SERVICES:

AGTG agrees to provide, and the Customer hereby agrees to accept the following Services as of the date of this Agreement:

Residential Subscription Service: AVG Antivirus/Antispyware and either CounterSpy or Spybot Security bundle, program updates, scans and cleanup, with UNLIMITED U.S. based telephone and remote support (per computer, payment is due upon completion of this contract):

Initial Below and enter annual or bi-annual amount

- (1) = \$215.00 annual or \$115.00 bi-annual rate for 1st computer _____
- (2) = \$205.00 annual or \$105.00 bi-annual rate for 2nd computer _____
- (3) = \$185.00 annual or \$ 85.00 bi-annual rate for 3rd computer _____

Commercial Subscription Service:

AVG Antivirus/Antispyware and either CounterSpy or Spybot Security bundle, program updates, scans and cleanup, with UNLIMITED U.S. based telephone and remote support. (per computer/ per month) :

Initial Below and enter annual or bi-annual amount

\$99.00/mo. for first three (3) computers _____
\$25.00/mo. for each additional computer _____

(Initial and type number of additional computers)

\$45.00/mo. each computer under bundle of 3 _____

NOTES:

IN WITNESS WHEREOF, AGTG and the Customer have caused this Agreement to be executed on the date first below written.

A GEEK TO GO! Inc.:

MILES WEST
By: Miles West
Manager

THE CUSTOMER:

(Type Name)

Date

4. LIMITATION OF LIABILITY:

- A. AGTG shall not be responsible for any hardware issues that arise during a support session. If hardware issues occur, please contact your nearest local repair center.

5. SUBSCRIPTION SUPPORT SERVICES:

A. Subscriptions Generally:

(i) Subscription support services include "Annual Subscriptions" for computers falling under the minimum bundle of three, whereby Customer pays a one (1) time subscription fee (the "Subscription Fee") as set forth above. Subscription support services also include "Monthly Subscriptions" for computers falling (within or exceeding) the minimum bundle of three, whereby Customer pays a monthly subscription fee (the "Subscription Fee") as set forth above.

We manage your security for you by installing a small reporting agent (the "Agent") bundled with EITHER two (2) professionally licensed security programs including AVG Antivirus and Antispyware (Professional License); Spybot (Professional License) or Counterspy (Professional License) OR the Trend Micro Internet Security (with Parental Controls) bundle. The Agent program checks daily for security updates, installs them, and also checks for compatibility with Microsoft updates compared to your own unit. The Agent program reports your computer's current health to AGTG, where it is monitored daily. When a program is not updating as it should or an infection slips in between updates, we are notified and securely access your computer from our Network Operations Center and attempt to repair the issue remotely. Internet security is an ever-evolving environment and as such, AGTG reserves the right to replace or remove security programs as they may lose their effectiveness over time.

(ii) Annual Subscriptions begin on the date of account activation and continue until the expiration of the one (1) year period (including any renewal periods). Monthly Subscriptions are to be paid in full one week prior to the proceeding month, or face termination of accounts. Subscriptions are transferable to replacement units and are valid for one (1) Customer and one (1) Service Location only, but multiple computers can be added to the contract, as listed below. Account activation occurs upon execution of this Agreement and payment of the applicable Subscription Fee.

(iii) Upon their pending expiration, Annual Subscribers shall be notified within thirty (30) days that the contract will expire exactly on the 364th day of the subscription. Upon receipt of payment the subscription will renew automatically on the terms and conditions set forth in this Agreement (as may be modified from time to time in accordance herewith) for successive twelve (12) month periods. AGTG reserves the right to modify Subscription Fees (to be effective upon the next renewal of the Customer's Subscription) upon at least thirty (30) days notice, after receipt of which the Customer shall have at least ten (10) days to decline renewal by written notice to AGTG.

C. Covered Area; Additional Charges: If the Customer purchases a replacement computer, the contract is transferrable, providing the computer meets or exceeds the minimum configuration requirements for proper security and operation. The Customer will be charged AGTG's applicable then current standard hourly rate and any reasonable expenses incurred for any service that is not covered by the Customer's Subscription, including, without limitation, for services not included in this Contract, training, integration or development services (available for a separate fee), service calls when no malfunction is found, service required due to faulty power or improper connections, and service for which a Specialist is required.

6. EQUIPMENT ELIGIBILITY, EXCLUSIONS AND GENERAL TERMS OF SERVICE:

A. AGTG does not provide or service consumable supplies and accessories such as magnetic, glass, or any other removable storage media. Notwithstanding anything to the contrary in this Agreement, AGTG will have no obligation to attempt to correct reported errors or other problems that cannot be reproduced or verified or that result from obsolescence of software or to repair any Covered Equipment negatively affected by any of the following:

(i) abuse, misuse, mishandling, accident, neglect, and/or any other factor not caused by AGTG, including, without limitation, non-compliance with manufacturer-specified product operating, installation, maintenance or media cleaning instructions and specifications;

(ii) maintenance, repair, or service of the Covered Equipment by non-AGTG personnel; or

(iii) external factors including, without limitation, problems or malfunctions related to the Customer's internet service provider ("ISP"), fluctuations and/or failure of electrical power, lightning, static electricity, chemical damage, environmental conditions, or system viruses, Trojan horses, worms or other maladies the attempted repair of which, in AGTG's sole discretion, may cause further harm or damage to the Covered Equipment.

B. The Customer acknowledges that AGTG may not be able to solve its particular problem or achieve the goals intended by the Customer in retaining AGTG. If AGTG technicians determine this to be the case, AGTG will use commercially reasonable efforts, at its option, to either retain a specialist (the "Specialist") (in which case the Customer will have the option, after receiving a quote from AGTG for use of the Specialist, to move forward or decline further service) or refer Customer to an alternative resource. However, the Customer will not be relieved from its payment obligations for Services provided by AGTG prior to such determination.

C. The following are expressly excluded from the Services: (i) non-functional systems due to hardware defects; (ii) systems not meeting the following minimum requirements: Windows 98 or later, Pentium 90mhz (133 recommended) 32 MB RAM (128 recommended) plug-and-play compliant BIOS and Motherboard, PCI slot (Bus Mastering preferred), PCMCIA or Card Bus (notebooks); (iii) nodes more than one hundred (100) meters from their hub; (iv) support requiring ISP intervention; (v) disabling of firewalls; (vi) networks that are configured with in-premises phone lines; (vii) wireless connectivity outside of manufacturer specifications; (viii) troubleshooting of networks experiencing structural, electrical or other types of interference; and (ix) printing through a router or print server.

D. Service on hardware is limited to troubleshooting and diagnosing problems and replacement or upgrade on a case-by-case basis. Service on software is limited to the manufacturer's current release and two (2) previous releases. The following are expressly excluded from support: (i) Windows 95 and earlier versions; (ii) CD key numbers; (iii) support intervention using real-time (live) data (i.e., AGTG will provide Services involving Customer data only if it has been backed up or copied); (iv) programming (macros, Visual Basic or formulas); (v) registration information; (vi) actions that are or may be (at AGTG's sole discretion) a violation of copyright, trademark, patent or any other laws, rules or regulations; (vii) pre-release or beta versions of software; (viii) shareware or freeware; (ix) creating, editing or deleting macros; (x) operating system-registry issues, drive compression/decompression; and (xi) additional exclusions as determined by AGTG from time to time.

E. Services are available during AGTG's regular "Business Hours", defined as 9:00 A.M.-7:00 P.M. Eastern Standard Time, Monday through Friday, and weekends and holidays as scheduled. At its election, AGTG management may agree to provide Services outside of these hours. AGTG reserves the right to relocate the Covered Equipment to an AGTG authorized service center (the "Authorized Service Center") if the AGTG technician deems it necessary for repair of the problem.

7. ACCOUNTS, PASSWORDS, AND SECURITY: The Customer must be a registered user to access the Services. The Customer is responsible for keeping his/her password secure. The Customer will be solely responsible and liable for any activity that occurs under his/her user name. If the Customer loses his password for the account, the Customer may not be able to access his/her data.

8. ACCEPTABLE USE AND CONDUCT: The Customer is solely responsible for his/her conduct and data related to the Services. The Customer agrees to indemnify, defend, and hold harmless AGTG and its suppliers from any and all losses, costs, liability, and expenses arising from or related to the Customer's data, the Customer's use of the Services, or the Customer's violation of these terms.

The software ("Software") and Services are made available to you only for your personal use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. You may not make commercial use of the Software or Services, including but not limited to selling or distributing the Software and/or Services to any third party.

Any unauthorized use of any AGTG computer system is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

9. CONSENT TO COLLECT NON-PERSONAL INFORMATION; USE OF DATA: The Software and Services may collect certain non-personally identifiable information that resides on your computer, including, without limitation, statistics relating to how often programs are started and completed, performance metrics relating to the Software, and configuration settings. This information collected will be sent to AGTG and may be used by AGTG without restriction.