ETC Support Contract

Company ________________________________

Address/City/State/Zip: ________________________________________________________

Phone: ___________________ Fax: ___________________

Primary Contact Name: _________________________________________________________

Additional Contact Name(s): ____________________________________________________

Support Options:

<table>
<thead>
<tr>
<th>Support Plan</th>
<th>Response Time / Per Month Support</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platinum</td>
<td>Same Business Day / 15 Hours Support</td>
<td>$500</td>
</tr>
<tr>
<td>Gold</td>
<td>Same Business Day / 10 Hours Support</td>
<td>$325</td>
</tr>
<tr>
<td>Silver</td>
<td>Same Business Day / 7 Hours Support</td>
<td>$250</td>
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</table>

<table>
<thead>
<tr>
<th>Support Plan</th>
<th>Response Time / Per Month Support</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bronze</td>
<td>Next Business Day / 5 Hours Support</td>
<td>$200</td>
</tr>
<tr>
<td>Copper</td>
<td>Next Business Day / 3 Hours Support</td>
<td>$100</td>
</tr>
</tbody>
</table>

Normal Business Hours for all Support Plans are Monday-Friday 8am – 5pm

Overages will be billed at $65 per hour. Any service outside of normal business hours will be charged at $125 per hour.

24/7 Support can be added to any plan for an additional $100 per month.

Your signature (required) indicates your understanding that the persons listed above may contact ETC for service under this contract. Your signature also indicates that you have read and agree to the Terms of Service accompanying this contract. This contract will automatically renew one calendar year from the date of acceptance unless ETC is otherwise notified in writing 30 days prior to the renewal date. Further more by signing you understand that cost of parts are not included in this contract and will be billed accordingly.

Authorized Customer Signature: __________________________________________ Date: ________________

ETC Service Representative: __________________________________________ Date: ________________

Accepted by: ETC
224 Dalton Street
Ellijay, GA 30540
Attention: Professional Services
Telephone: 800.660.6826
Facsimile: 706.697.5689

□ Normal Business Hours for all Support Plans are Monday-Friday 8am – 5pm
□ Overages will be billed at $65 per hour. Any service outside of normal business hours will be charged at $125 per hour.
□ 24/7 Support can be added to any plan for an additional $100 per month.
ETC Support Contract

Discovery Period:
Upon signing up for ETC's Professional Services, ETC reserves the right to charge hourly rates found in Appendix B. During the “Discovery Period”, ETC will gain an understanding of how the Customer's network and workstations are provisioned. After the “Discovery Period”, normal contract hours will apply to service requests.

Availability of Services:
ETC’s PC support services and network technical support services and products (collectively, the “Professional Services”) are available only to one (1) registered user (each, a “Customer”) for the one (1) or more computer systems/network devices registered (each, a “Registered System”) with ETC under the Platinum Support Plan, Gold Support Plan, Silver Support Plan, Bronze Support Plan, or Copper Support Plan.

Supported Technology:
The Professional Services include onsite technical support services for the following platforms, devices, operating systems, and other items listed in the Appendix A section of this document. As new computer technology becomes generally available, ETC will use its best efforts to support such technology also.

ETC’s Responsibilities:
ETC will use its best efforts, as measured by the standards of what is commercially reasonable, to resolve Customers’ basic computer technical problems for a Registered System. ETC will attempt to resolve such technical problems in a professional, reasonable and timely manner, taking into consideration the circumstances and nature of the technical problems. Resolution times may be delayed due to research and inquiries, as may be necessary. Technical problems that may arise may be a result of software or hardware errors or problems that may not be correctable. ETC has limited proprietary information from vendors, manufacturers, and developers, and may not have the ability to obtain any proprietary information necessary to resolve Customer’s technical problem.

Customer’s Responsibilities:
Customer is responsible for providing ETC with complete information concerning each Registered System. Prior to seeking technical support, Customer is solely responsible for adequate protection and backup of Customer’s data, software and/or hardware. Customer understands and acknowledges that ETC shall not be responsible for any lost data, re-run time, inaccurate output, or work delays resulting from any technical support services, other services, or products provided by ETC.

Repair Service & Parts Replacement:
Onsite Repair Services provided under the appropriate service plan shall be available to the customer immediately following the effective date of a new or upgraded membership. Additional charges for necessary replacement parts will apply subject to Customer approval. Platinum, Gold, and Silver Support must be called in between the hours of 8am-5pm to receive respective response service. Any emergency services provided for support calls received after 5pm, or any services not covered by the scope of your corresponding support plan will be billable at the hourly rates outlined in the Appendix B section of this document. Service provider makes no representation nor does it guarantee exact replacement parts.

Optional Services:
Optional onsite services for software, hardware, installations, and other support services outside the scope of the standard services are available on an hourly basis. Additional service charges will apply and will be quoted on a case-by-case basis. New equipment added after contract is in place will be billed at the hourly rate. ETC will direct bill.

Renewal & Cancellation:
Each ETC membership will be automatically renewed for another annual membership term on the anniversary of Customer's original enrollment date (the “Anniversary”), at the same annual fee and plan type, unless Customer notifies ETC thirty (30) days prior to the Anniversary that Customer elects not to renew the membership. Customer must contact ETC’s Customer Service Center at (706) 276-2271 in order to notify ETC of the non-renewal, and must present the correct membership and registration information for verification and authorization to cancel. Refunds will not be given for cancelled accounts.

Memberships Non-Transferable:
ETC memberships, and all rights of Customers to receive Professional Services, are non-transferable.

No Warranties:
ETC’s PROFESSIONAL SERVICES, AND ALL OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ETC ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ETC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE PROFESSIONAL SERVICES, OR ANY OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ETC. IN NO EVENT SHALL ETC BE LIABLE TO ANY PERSON FOR ANY SPECIAL, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, OR COMPUTER HARDWARE DAMAGE, IN CONNECTION WITH ANY OF THE PROFESSIONAL SERVICES, OR ANY OTHER INFORMATION, DOCUMENTS, PRODUCTS, SOFTWARE, DOWNLOADS, REPAIR SERVICES, ADVICE, AND INFORMATION PROVIDED BY ETC WHETHER SUCH PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Force Majeure:
In the event ETC’s delivery of the Professional Services is delayed, prevented, or otherwise made impracticable by reason of any acts of God, fires, floods, earthquakes, or other natural catastrophes; national emergencies, strikes, lockouts or other labor difficulties; computer “hacking” attack or computer virus; any law, order, regulation or other action of any governing authority; or any other cause beyond ETC’s reasonable control, then ETC shall be excused from such delivery to the extent that it is delayed or prevented by such cause.

Modifications to Terms of Service:
ETC reserves the right to amend the Terms of Service that govern the use of the Professional Services at any time by (a) posting a revised version of the Terms of Service on the ETC website (www.etcnow.com/Terms), or by (b) sending information regarding any amendment to the Terms of Service to the email address Customer provides to ETC. Customer is responsible for regularly reviewing the ETC website to be notified of any amendments to the Terms of Service. Customer’s continued use of the Professional Services after such amended Terms of Service have been posted or information regarding such amended Terms of Service has been sent to Customer shall be deemed acceptance by Customer of the amended Terms of Service.

Fair Usage Policy; Suspension or Termination of Memberships:
Though ETC has set no fixed upper limit on the number of support requests a Customer may make annually, each Customer’s use of the Professional Services is subject to ETC’s “fair use” policy. Under this policy, if at any time, in ETC’s sole discretion, Customer’s use exceeds the level of use reasonably expected from someone using a Platinum, Gold, Silver, Bronze, or Copper Support plan, then ETC reserves the right to suspend or terminate Customer’s Professional Services. In addition, ETC reserves the right to suspend or terminate any Professional Services of any Customer that ETC, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than Customer, or (c) for any computer system other than a Registered System.

Customer Initials: ___________________
Appendix A: Supported Items

ETC Support Contract

Events of Default:
The following shall be denominated as Events of Default:
(a) The failure of the Customer to pay ETC as set out under this Contract when ETC has fully performed under the terms of this Contract;
(b) The failure of ETC to complete, without termination this Contract;
(c) The failure of ETC to complete this Contract by performing all the conditions herein;
(d) Either party instituting proceedings under any bankruptcy act, insolvency law or any law for the relief of debtors;
(e) Either party instituting proceedings for the appointment or application of a receiver for the other party;
(f) Either party making an assignment for the benefit of Creditors;
(g) A party other than ETC and the Customer initiating involuntary proceedings under any bankruptcy act, insolvency law or any law against Either party, which Either Party fails to have terminated or discharged within thirty (30) days; or
(h) A party other than ETC or the Customer initiating proceedings for the appointment or application of a receiver for Either party, which Either party fails to have terminated or discharged within thirty (30) days;
(i) Either party materially breaching this Contract pursuant to the terms and conditions thereof.

The Process of Termination:
In accordance with the terms and conditions set out below, this Contract shall be subject to Termination by either party which shall be effective immediately. Either party may terminate this Contract pursuant to the following terms and conditions:
For purposes of this Contract the “Defaulting Party” shall be defined as follows: the Party who fails to abide by the terms and conditions of this Contract.
(a) If any party is in violation of one (1) or more of the listed “Events of Default” as further set out in Section 14 of this Contract. The party who is not the “Defaulting Party” may terminate the Contract by giving notice to the Defaulting Party of their intent to terminate this Contract. A party having the right to terminate this contract may exercise such right by giving the other party a written notice stating the Contract is terminated as of the later of the date of the notice or the permitted termination date;
(b) Termination by the Customer for cause: The Customer may terminate the Contract if ETC: (1) Persistently fails to supply enough properly skilled workers or proper materials; (2) Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or (3) Otherwise is guilty of substantial breach of a material provision of the Contract.
(c) Termination by ETC for cause: ETC may terminate the Contract if the Customer: (1) Fails to make payments to ETC for materials or labor in accordance with the terms of the Contract; (2) Otherwise is guilty of substantial breach of a material provision of the Contract Documents.
(d) During the initial terms or any subsequent term thereafter, ETC may terminate this Contract without cause, for any reason or no reason at all, in its sole discretion, by giving the Customer thirty (30) days notice of the intent of ETC to terminate the same.

The Effect of Termination:
(a) If either party terminates this Contract as permitted in Section 15 and Section 16 above, the following stipulations are agreed upon: (1) The party who is in material breach of the Contract shall pay to the non-defaulting party all sums due under the Contract. Said sums due under the Contract are accelerated at the time of termination of the Contract.
(b) In the event that the Customer is the “Defaulting Party”, then in that event, the following shall occur: (1) The shall pay to ETC all monies due under the Contract;
(c) All other remedies shall be set out in accordance with Georgia law are applicable to both parties;
(d) Subject to the above provisions, termination of this Contract is without prejudice to any other rights or remedies of the parties and is without liability for any loss or damage occasioned by the termination. Termination of this Contract does not release either party from any liability which, at the time of termination, has already accrued to the other party, or which may accrue as a result of any act or omission prior to termination or from any obligation which is expressly stated to survive the termination.

Right to Cure:
The Customer shall be responsible to notify ETC in the event of default of performance to this Contract. The Customer shall be required to provide to ETC a written notice of the specific breach for which the requesting party is setting out as the condition of default. Once said written notice has been received by ETC, ETC shall have a commercially reasonable time, not to exceed fourteen (14) days from the date of receipt the notice of default, in which to affect a cure.

General:
In addition to the Terms of Service, Customer agrees to be bound by the Privacy Policy and all other legal notices contained on the ETC website, which collectively constitute the entire agreement between Customer and ETC. ETC may make improvements and/or changes in the products, services, programs, business or customer policies and prices described in their websites at any time without notice. Georgia law will govern any action related to the Terms of Service, without regard to conflict of law principles. The Terms of Service shall be construed as if it was executed and performed in Ellijay, Georgia. Any cause of action by a Customer or other viewer of this document must be commenced within one (1) year after the cause of action arose or it shall be forever waived and barred. If any provision of the Terms of Service be held invalid or unenforceable, that portion shall be enforced to the maximum extent possible, and all other provisions contained in the Terms of Service shall remain in full effect and effect. ETC's failure to enforce any provision of the Terms of Service shall not be deemed a waiver of such provision nor of the right to enforce such provision. This document may contain references to ETC products, services, and programs that are not available in an individuals area. These references do not imply that ETC intends to make such products, services, or programs available in such area.

Appendix A: Supported Items

Networking Equipment:
- Switches
- Routers
- Firewalls
- Print Servers
- Wireless Access Points
- DSL & Cable Modems

Operating Systems:
- Microsoft Windows Operating Systems
- Mac OSX Operating Systems

Hardware (on supported Operating Systems):
- Servers
- System Units (PC’s and Mac)
- Laptops, Tablets & Handhelds
- Monitors
- Printers
- Sound Cards
- Video Cards
- Modems
- Network Adapters
- Optical Drives
- Digital Cameras
- Scanners
- PC Cards / PCMCIA
- SCSI Devices
- USB Devices
- Various other Hardware, Software, and Equipment may be available upon request.

Appendix B: Professional Services Hourly Rates

<table>
<thead>
<tr>
<th>Rate</th>
<th>Time</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75/hr</td>
<td>8:00 AM – 5:00 PM Monday – Friday</td>
<td></td>
</tr>
<tr>
<td>$125/hr</td>
<td>5:00 PM – 8:00 AM Monday – Friday &amp; Weekends</td>
<td></td>
</tr>
</tbody>
</table>