

MicroSupport, Inc. - LETTER OF ENGAGEMENT

This Letter of Engagement does not obligate you to use the services of MicroSupport (MS). It serves only to confirm an understanding of the terms and objectives of your use of the computer consulting services of MS, and the nature and limitations of the services that may be provided.

- The employees and technicians employed by MicroSupport will be available for consultation on microcomputer systems, procedures, implementation, software training, research, enhancements and any other matters which you deem necessary and appropriate. *MicroSupport does not, generally, sell hardware or software.* We will work on your behalf, helping to increase the productive use of your computers.
- _____ has been assigned as your primary Systems Analyst. In the event your primary Analyst is unable to respond in a timely manner, another authorized Systems Analyst of MicroSupport may help you. However, if you prefer, you can request that your primary Analyst assist you when he or she is available.
- All work is invoiced based on man-hour charges, plus out-of-pocket expenses, unless otherwise noted. Our current fee schedule appears on the back of this page.
- Payment, by check or cash, is due at the completion of your job.** If you have established credit, you will be billed monthly, at the end of the project, or as charges are incurred, as deemed appropriate by MicroSupport. **Payment is due upon receipt of your invoice or statement.** Any amount which remains unpaid after thirty (30) days from the billing date will be subject to a finance charge of one and one-half percent (1½ %) per month. MicroSupport aggressively pursues delinquent account balances, and will turn all such accounts over to our attorney for collection. Legal fees and all applicable penalties will be added to your balance. Liens may be filed against your business or property.
- It is understood that the professional services rendered by MicroSupport are its "Best Efforts" and are dependent upon information received from you, your employees or representatives, and from other resources not directly related to MicroSupport (i.e., hardware and software vendors). Computers that have been highly customized or built from scratch by end users can pose special problems, and troubleshooting such units often depends on accurate information from the end user and having proper documentation. With the ever-increasing complexity of hardware and software, incompatibilities and other unpredictable interactions are possible. MicroSupport accepts no responsibility for such irregularities, but will at all times keep you apprised of any such matters that come to our attention.
- It is understood that occasionally a computer that was experiencing a problem prior to a tech's arrival may not display that same problem when the analyst is there to work on the system. We will do our best effort to check what we feel could be the cause of the problem; however unless we can duplicate the error at the time of service, we cannot guarantee that the problem will be resolved without further service efforts.
- MicroSupport can only accept responsibility for work done on your systems for a reasonable period of time. It is your obligation to test the system's full functionality immediately after the work is done. Subsequent use of the system can introduce changes that may affect the computer's operation. MicroSupport cannot be held responsible if additional software is installed, configuration settings are changed, or friends or other computer professionals "work" on the system. Computer operations can also be affected by power fluctuations, incompatibilities, and even end-user actions.
- MicroSupport expects to be notified immediately if there is any problem with our services, and will do everything possible to "make it right" (at no additional charge!). In the event of a billing dispute, you are obligated to contact MicroSupport in writing within 30 days of the billing. If you do not, the work done and subsequent billing will be considered as "accepted", and all charges will stand as invoiced. A dispute with a portion of the bill does not affect the rest of the bill. All undisputed portions must be paid immediately.
- You are expected and encouraged to perform regular backups of your hard disks and provide adequate power protection for your equipment. While working on your system, MicroSupport technicians will exercise all reasonable precautions to protect your data. But, in the event of a loss of data, your most recent backup will be restored. MicroSupport is not responsible for any loss of data or time that may occur. If you do not have a recent backup, please request that your MicroSupport technician perform a backup of your storage media prior to commencing any service.
- Certain software may be necessary to work on your computer. This includes system or application disks that came with the system, or may have been added later. All software disks that come with new computers or added afterwards by MicroSupport will be given to you. You must save this software! If you cannot find your original disks, MicroSupport technicians will attempt to help you find them or find replacements, but the delays are not the responsibility of MS, and may add to the cost of your work.
- Computer Viruses are a real, but infrequent, threat. MicroSupport continuously checks all of our disks and machines for viruses, to maintain a virus-free environment. Your technician can offer advice on virus detection and prevention.
- You acknowledge that state and federal laws govern the use and distribution of software. MicroSupport adheres to these laws, and is not responsible for your compliance with these laws. In the event of any actions arising in connection with these laws, MicroSupport will be held harmless for, from and against any and all claims, losses, judgments or other actions.

FEE SCHEDULE

| Service | Rate | Minimums |
|--|--------------------------|----------------------|
| Normal, scheduled, On-Site Consultations, support and service for PCs | \$95 /hour | 1.5 hour minimum* |
| Emergency Response* | \$15 per hour additional | 1.5 hour minimum* |
| Carry-In Service or Consultation at MicroSupport Offices | \$15 per hour discount | ½ hour minimum |
| Telephone Support | \$95 /hour | 15 minute increments |
| Remote Access Support (dial-in, Internet, PC Anywhere) | \$95 /hour | 15 minute increments |
| Research, Proposals, and Reports | \$80 per hour | ½ hour minimum |
| Projects, Events, or Group Training | As Arranged | |
| ON-SITE TRIP CHARGE 2 hours or less = full trip charge Between 2-4 hours = half trip charge 4 hours or more = NO Trip charge | \$25* | |
| *special allowances for regular customers and situations | | |

* Emergency Response rates will be charged when the client requests immediate priority response. Our response time for emergencies will be within 4 hours, but it is usually much less. Normal Service is based on scheduled appointments. If a client calls to schedule an appointment, and we are able to send someone out immediately, you **will not** be charged the emergency rate. Rates are subject to change, but MicroSupport generally gives 3 months written notice prior to any changes.

Application for Credit

| | | | |
|------------------|----------------------|---------|----------------|
| Company Name: | | | |
| Full Address: | | | |
| Telephone: | | Fax: | E-mail: |
| Yrs in Business: | Type of Business: | | Incorporated?: |
| Tax ID #: | | | |
| | Name | Address | SSN |
| Principal #1: | | | |
| Principal #2: | | | |
| Principal #3: | | | |
| Bank #1: | Credit Reference #1: | | |
| Bank #2: | Credit Reference #2: | | |
| Bank #3: | Credit Reference #3: | | |

I/we warrant that the information shown above to be true. I/we authorize MicroSupport to investigate the references, statements, or other data obtained herein, as it relates to my/our credit and financial responsibility. The person signing below accepts ultimate financial responsibility for charges incurred by this company or individual.

ACCEPTED AND APPROVED:

Printed Name and Title

Signature

Date

MicroSupport:

Printed Name

Signature

Date