

TECHONE CUSTOMER SERVICE AGREEMENT

LEGAL NOTICE

"Intech" refers to all subsidiaries and affiliates of Intech Computer Solutions, Inc. Any reference to Intech in this Agreement is reference to Intech Computer Solutions, Inc.

Intech is an Ohio Corporation organized to, among other things, provide information technology consulting services; and

WHEREAS, Intech is a provider of Network Support Services, Security and Networking solutions;

WHEREAS, CLIENT desires to contract with Intech for the provision of the Intech TechOne Managed Services Solution;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

PERIOD OF SERVICE

This Agreement shall be effective as of the date of this Agreement, unless sooner terminated in accordance with the terms hereof, and shall be for an initial term of twelve (12) months.

CONTINUANCE / AUTOMATIC RENEWAL

This Agreement shall renew automatically at the end of the prior Agreement term for twelve (12) months unless Intech or the CLIENT affirmatively terminates it in accordance with the conditions set forth in this Agreement. It is CLIENT's responsibility to review this agreement from time to time and identify changes, modifications, and additions so that you will be apprised of any changes.

EQUIPMENT COVERED

Intech reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and/or services as well as modify this Agreement (or any portion thereof) with a 30-day notice. For purposes of this Agreement, the "Network" shall include all locations and devices as outlined in "LOCATIONS", "COVERED DEVICES" and those devices which have a TechOne software agent installed. Any additional hardware or software added to the network without the consent or acknowledgement of Intech will not be honored or supported by Intech under this agreement unless specifically agreed to by the parties in writing.

PURCHASE PRICE

CLIENT is purchasing Intech TechOne Managed Services Solution under this Agreement for the purchase price outlined in the "COST OF SERVICES". Said purchase price shall be paid in monthly installments with the first installment due upon execution of this agreement. Each payment thereafter shall be invoiced and due the date specified.

SCOPE OF NETWORK SUPPORT AGREEMENT

This Agreement is designed to provide the CLIENT with centralized, proactive monitoring and support services for certain Networking Systems. In addition, Intech will be responsible for tasks and maintenance activities pertaining to the support of CLIENT Network. CLIENT is responsible for providing access to all covered equipment covered on the Network. CLIENT agrees that Intech shall be the sole network administrator for CLIENT; CLIENT is responsible to insure that no other vendor and/or employee of CLIENT interferes with Intech's duties as network administrator.

CHARGES FOR SERVICE

Services shall be charged against the Account in accordance with the terms and conditions as outlined herein, and the rates specified in the "COST OF SERVICES".

Any supplemental services provided by Intech which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the Account purchased herein, shall be charged to CLIENT as an additional charge. Any additional billing charges will be invoiced with payment expected within 10 days, unless otherwise specified by Intech.

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, CLIENT shall promptly pay to Intech an amount equal to any such taxes actually paid or required to be collected or paid by Intech.

Intech reserves the right to refuse or suspend service under this Agreement in the event CLIENT has failed to pay any invoice within (10) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties. A late fee of \$39 will be charged and a \$100 re-activation fee may apply for payment not received by the provided due date.

CONDITIONS OF SERVICE

The CLIENT Network is eligible for monitoring and support under this Agreement provided it is in good condition and meets Intech serviceability requirements and site environmental conditions. Intech reserves the right to inspect the Network

upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. Unless stated otherwise, said inspection shall be charged against the Account using our standard hourly billing rates.

Intech shall not be responsible to CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Network other than by authorized representatives of Intech.

Intech reserves the right to suspend or terminate this Agreement if in its sole discretion conditions at the service site pose a health or safety threat to any Intech representative.

EMERGENCY EQUIPMENT

Free replacement equipment may be provided on an as-is loan basis in the event of a failure of one of the devices in the Network. Intech makes no guarantees for replacement equipment and/or its availability under this Agreement. Any and all replacement equipment provided by Intech to CLIENT shall be subject to the Terms and conditions herein.

SERVICE RESPONSIBILITY OF INTECH COMPUTER SOLUTIONS INC.

Intech will provide remote and/or on-site services for the Network. On-site services will be provided after remote diagnostics and at the sole discretion of Intech.

It is the responsibility of the CLIENT to promptly notify Intech of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for Intech to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in the "SERVICE DESK SEVERITY RANKINGS AND RESPONSE TIMES" of this Agreement.

If services are requested by the CLIENT outside of normal business hours, Intech shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.

Intech shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, unless otherwise specified in the "SERVICE DESK SEVERITY RANKINGS AND RESPONSE TIMES", and in accordance with Intech's Network policies then in effect. Intech shall provide scheduled remote and onsite support services in accordance with this agreement. Intech's representatives shall have and the CLIENT shall provide full access to the Network in order to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in the "SERVICE DESK SEVERITY RANKINGS AND RESPONSE TIMES".

Intech shall be obligated to provide service only at the Service Site(s) defined in this agreement as outlined in "LOCATIONS". If the CLIENT desires to relocate, add or remove locations, the CLIENT shall give appropriate notice to Intech of its intention to relocate 60 days in advance. Intech reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the CLIENT. Such right includes the right to refuse service to Network at the relocation and/or new site.

Intech is obligated to provide CLIENT with Service Agreements a higher-priority response for emergency as well as non-emergency service requests.

HOW TO CONTACT THE SERVICE DESK

Telephone

330.966.1129, 888.966.1129

Web

<http://www.intechcomputer.com>

Email

support@intechcomputer.com

CLIENT understands that any other form of communication, written or oral, to request service will invalidate the service level agreement stated in the "SERVICE DESK SEVERITY RANKINGS AND RESPONSE TIMES".

CLIENT RESPONSIBILITIES

CLIENT WILL BE RESPONSIBLE FOR ALL ITEMS LISTED BELOW AND THIS LISTING MAY BE REVISED PERIODICALLY TO ENSURE THAT CLIENT TECHNOLOGY IS MAINTAINED PROPERLY:

a) Maintain site and environment in conditions suitable for operation of technology equipment. CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets and power quality, fire protection system, internet, remote access, and long-distance telephone access for use by Intech representatives.

b) CLIENT agrees that it will inform Intech of any modification, installation, or service performed on the Network by individuals not employed by Intech in order to assist Intech in providing an efficient and effective Network support response. Any failure to notify Intech of such work will result in the CLIENT being billed applicable rates for necessary work performed by Intech

c) CLIENT will designate a managerial level representative to authorize all Network Support Services. Whenever possible, said representative shall be present whenever a Intech service representative is on-site. This contact information shall be outlined in "LOCATIONS", and it is the CLIENT's responsibility to inform Intech of any changes made to this representation 30 days in advance.

d) CLIENT shall make the equipment available without restriction for service in accordance with a mutually acceptable service appointment schedule.

e) CLIENT is responsible for maintaining all software licensing agreements. Intech assumes no responsibility for licensing agreement enforcement.

f) CLIENT shall implement any and all technical recommendations provided by Intech and defined as critical for effective operations in Intech's sole discretion. Intech reserves the right to renegotiate the terms and/or suspend service under this Agreement, if CLIENT fails in any its responsibilities.

LOCATION(S)

Specific location(s) to be covered by this agreement can be found in "LOCATIONS".

SERVICE LIMITATIONS

In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

Cost of consumables, replacement parts, hardware, software, network upgrades (including the installation of new hardware and software) and associated services are outside the scope of this agreement. Intech will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.

Except as otherwise stated, devices and hardware/software not defined as part of the Network, are outside the scope of this agreement.

Manufacturer warranty parts and labor/services are outside the scope of this agreement.

Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. Intech's support services within this agreement are predicated upon the CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users support.

Application software support or Line of Business Application Support is limited to the manufacturer's products installed on the network at the time of contract execution, or new products installed by Intech. Peripheral repair to printers, copiers and fax machines are outside the scope of this agreement.

Virus, adware, and malware mitigation is outside the scope of this agreement if Intech determines, at our sole discretion, that the infection was caused by CLIENT or by devices other than those listed in the "COVERED DEVICES" and "LOCATIONS" list being connected to the data network. CLIENT is required to purchase and maintain the software provided by and/or recommended by Intech to satisfy the requirement of virus, adware, and malware protection and must be kept up-to-date.

Support of IP phones, internet circuits, websites and end of life business applications are outside the scope of this agreement unless specified in the "COVERED DEVICES" list.

Restoration of lost data caused by systems/hardware failure is outside the scope of this agreement.

This agreement and support services herein are contingent on CLIENT permitting Intech to have secure remote access into CLIENT'S network (eg. VPN, Terminal Services, Citrix, iNSupport, Telnet, SSH, RAS or other solution expressly approved by Intech).

Support services required or requested outside the scope of this agreement may not be exchanged for days or services within this agreement. Outside of scope support services are available and will be provided on either a Time and Material, or Project basis.

WARRANTIES AND DISCLAIMERS

Intech makes and the CLIENT receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall Intech or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages. CLIENT understands that in no event shall Intech's liability exceed the amount paid under this Agreement.

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense: Intech, its employees, agents, representatives, directors and shareholders, from and against any and all claims arising out of or based upon CLIENT'S use of all services, software or hardware provided or serviced hereunder, including, but not limited to, claims based on software licensing violations, copyright infringement, trademark infringement and patent infringement. In addition, CLIENT agrees to pay any

judgment and costs associated with such claim.

OPT-OUT/TERMINATION

Intech and/or CLIENT shall have the right to terminate this Agreement for cause under any of the following conditions:

- If CLIENT fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice of the default
- If Intech fails to perform its obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice of the default

Either party may terminate this Agreement upon sixty days (60) written notice.

LIQUIDATED DAMAGES

CLIENT acknowledges that Intech invests significant time and resources in servicing the networks of new clients and that the damages suffered by Intech resulting from CLIENT's termination of this Agreement, not for cause, prior to expiration of the term, OR from Intech's termination of this Agreement due to CLIENT's breach of this Agreement, which includes CLIENT's failure to perform its responsibilities under this Agreement, would be impossible to ascertain and/or prove. Thus CLIENT and Intech agree that if such event(s) occur(s), CLIENT shall be required to pay the full remaining total fees, owed under the terms of this Agreement as liquidated damages and not as a penalty and that the same is fair and reasonable. This liquidated damages amount shall be calculated by multiplying the most recent month's invoice times the number of months remaining under the Agreement.

Upon termination, all network support by Intech shall cease, and all hardware and software installed by Intech that was required to conduct network support services are the property of Intech and will be surrendered and returned to Intech at end of the agreement.

All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) on the date of personal delivery to the other Party, or (ii) when deposited and prepaid for delivery by a nationally recognized commercial overnight delivery service, on the date following such deposit, or (iii) by deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, on the date three days following such deposit, addressed as follows, unless and until any Party listed below notifies the other Party in accordance with this section of a change of address:

If to Intech:
Intech Computer Solutions, Inc.
Attn.: Service Manager
931 Pittsburgh Ave NW
North Canton, OH 44720

INDEPENDENT ENGAGEMENT / NON-HIRE

BECAUSE EMPLOYEES ARE ONE OF OUR MOST VALUABLE ASSETS, POLICY AND PROFESSIONAL ETHICS REQUIRE THAT OUR EMPLOYEES AND/OR FORMER EMPLOYEES NOT SEEK EMPLOYMENT WITH, OR BE OFFERED EMPLOYMENT BY ANY CLIENT DURING THE COURSE OF ENGAGEMENT AND FOR PERIOD OF ONE (1) YEAR THEREAFTER. YOUR SIGNATURE ON THIS DOCUMENT CONFIRMS YOUR ORGANIZATIONS AGREEMENT TO ADHERE TO THIS PROFESSIONAL STANDARD OF CONDUCT.

CLIENT acknowledges that Intech is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that Intech would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by Intech or any personnel that was employed by Intech during CLIENT's course of engagement with Intech regardless of current employment status. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of Intech, solicit the employment of Intech personnel or former Intech personnel that were employed by Intech during CLIENT's course of engagement with Intech during the term of this Agreement and for a period of one (1) year following expiration of this Agreement.

LIQUIDATED DAMAGES

CLIENT agrees that Intech's damages resulting from breach by CLIENT of this provision would be impractical and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, CLIENT and Intech agree that in the event CLIENT violates this provision, CLIENT shall immediately pay Intech an amount equal to 50% of employee's total annual compensation, as liquidated damages and Intech shall have the option to terminate this Agreement without further notice or liability to CLIENT and that the same is fair and reasonable. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Intech would incur to identify, recruit, hire and train suitable replacements for such personnel.

CONFIDENTIALITY

THIS CONFIDENTIALITY, PRIVACY AND COMPLIANCE PORTION OF THIS AGREEMENT IS IN ADDITION TO OTHER TERMS AND CONDITIONS SET FORTH IN ANY AND ALL CONTRACTS CURRENTLY EXISTING OR HEREAFTER CREATED BETWEEN CLIENT AND INTECH. THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES BE DEEMED TO ALTER ANY SUCH CONTRACT EXCEPT AS SPECIFICALLY PROVIDED BELOW.

INTECH ACKNOWLEDGES THAT IN THE COURSE OF PROVIDING SERVICES TO SAID CLIENT, INTECH MAY LEARN FROM CLIENT CERTAIN NON-PUBLIC PERSONAL AND OTHERWISE CONFIDENTIAL INFORMATION RELATING TO SAID CLIENT, INCLUDING ITS CUSTOMERS, CONSUMERS OR EMPLOYEES. INTECH SHALL

REGARD ANY AND ALL INFORMATION IT RECEIVES WHICH IN ANY WAY RELATES OR PERTAINS TO SAID CLIENT, INCLUDING ITS CUSTOMERS, CONSUMERS OR EMPLOYEES AS CONFIDENTIAL.

Intech shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable state and/or federal law, including but not limited to 18 U.S.C. §2258(A).

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential. Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Intech or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Intech. This provision shall survive termination of this Agreement and any other agreements between CLIENT & Intech

INSURANCE COVERAGE

Intech shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CLIENT's request, Intech further agrees to furnish CLIENT with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CLIENT.

GENERAL PROVISIONS

COMPLETE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE AND ONLY UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES HERETO AND ALL PREVIOUS AGREEMENTS, WHETHER ORAL OR WRITTEN, ARE MERGED INTO THIS AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, MAYBE AMENDED ONLY BY A WRITING SIGNED BY EACH OF THE PARTIES HERETO.

SEVERABILITY: IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY TERM(S) OR PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, SUCH DETERMINATION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING TERMS AND PROVISIONS OF THIS AGREEMENT, WHICH SHALL CONTINUE TO BE GIVEN FULL FORCE AND EFFECT

CAPTIONS: THE CAPTIONS OF THE PARAGRAPHS OF THIS AGREEMENT ARE FOR CONVENIENCE ONLY AND SHALL NOT AFFECT IN ANY WAY THE MEANING OR INTERPRETATION OF THIS AGREEMENT OR ANY OF THE PROVISIONS HEREOF.

BINDING EFFECT: THIS AGREEMENT SHALL BE BINDING UPON, AND SHALL INURE TO THE BENEFIT OF, THE PARTIES HERETO AND THEIR HEIRS, LEGAL REPRESENTATIVES, PERSONAL REPRESENTATIVES, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, AS THE CASE MAY BE.

WAIVER: ANY FAILURE OF EITHER PARTY TO COMPLY WITH ANY OBLIGATION, COVENANT, AGREEMENT, OR CONDITION HEREIN MAY BE EXPRESSLY WAIVED, BUT ONLY IF SUCH WAIVER IS IN WRITING AND SIGNED BY THE OTHER PARTIES. ANY SUCH WAIVER OR FAILURE TO INSIST UPON STRICT COMPLIANCE WITH SUCH OBLIGATION, COVENANT, AGREEMENT, OR CONDITIONS SHALL NOT OPERATE AS A WAIVER OF AND/OR SET PRECEDENCE WITH RESPECT TO ANY SUBSEQUENT AND/OR OTHER FAILURE.

GOVERNING LAW: NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY PARTY, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, AND ANY CLAIMS AND DISPUTES RELATING HERETO SHALL BE SUBJECT TO AND GOVERNED BY THE LAWS OF THE STATE OF OHIO. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS IN STARK COUNTY OHIO FOR RESOLUTION OF ALL DISPUTES AND CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT, AND THE PARTIES HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION AND VENUE OF SUCH COURTS, INCLUDING, WITHOUT LIMITATION, THE CLAIM OR DEFENSE THEREIN THAT SUCH COURTS CONSTITUTE AN INCONVENIENT FORUM. BOTH PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF THIS AGREEMENT.

FORCE MAJEURE: INTECH SHALL NOT BE LIABLE FOR ANY PROBLEMS DUE TO EXTERNAL CAUSES BEYOND ITS CONTROL INCLUDING, BUT NOT LIMITED TO, TERRORISTIC ACTS, NATURAL CATASTROPHE, FIRE, FLOOD, OR OTHER ACT OF GOD, AND/OR POWER FAILURE, VIRUS PROPAGATION, IMPROPER SHUT DOWN OF THE NETWORK AND RELATED NETWORK SYSTEMS/SERVICES.

ATTORNEY FEES. IN ANY ACTION BETWEEN THE PARTIES TO ENFORCE ANY OF THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL EXPENSES, INCLUDING REASONABLE ATTORNEY FEES.