

MSP Cloud Solution Proposal

Prepared for:

Joe Brewer
Joe's Brewing Company
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Prepared by:

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Your Company
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Date Prepared:

12/21/2012



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Joe Brewer
Joe's Brewing Company
1234 Oak Drive
Suite 137
Orlando, FL 32820
United States

Dear Joe:

Within this proposal you will find the following:

- Information about our company
- Key differentiating factors that we refer to as the 'Your Company Advantage'
- Benefits of Cloud Computing
- Plan Descriptions
- Scope of Work
- Our approach to Support and Management for your solution
- A total solution summary
- Additional services we offer
- Service Agreement

Upon review, if you would like us to modify any of the contents of this proposal please feel free to contact me and I will address your requests.

Best Regards,

Brian Laufer
Your Company
brian.laufer@quotewerks.com

About Us

A privately held company, Your Company was founded in 1993 under the name [Creative Software by John C. Lewe IV](#). Having founded the company 19 years ago, John is actively involved in every aspect of the company's operations and actively leads our development team, ensuring that the company's mission is fully realized on a daily basis. Corporate headquarters is located at

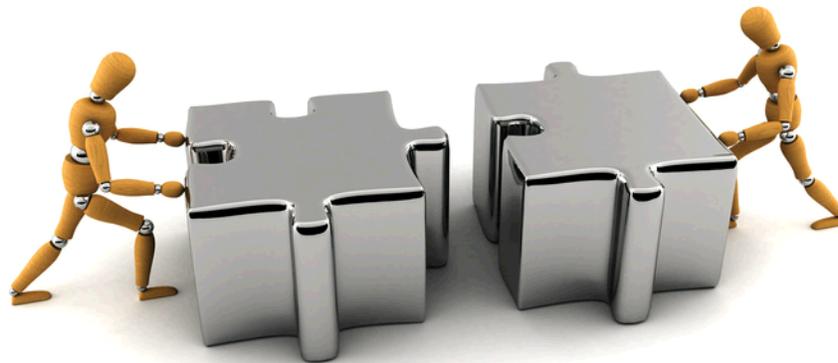
The self-funded company focuses on quoting/ordering software integration with leading contact management software such as [ACT!](#), [Autotask](#), [ConnectWise](#), [GoldMine](#), [Maximizer](#), [MS Dynamics CRM](#), [Outlook](#), [Outlook BCM](#), [salesforce.com](#), [SalesLogix](#), [SugarCRM](#), and [TeleMagic](#). Aspire's top selling product is QuoteWerks.

Selling to a variety of markets, Your Company has built its position in the marketplace with QuoteWerks as a small to middle market leader by providing the sales quoting and proposal solution that has the ease of use of spreadsheet software, with the feature set, power, and flexibility of high end custom solutions without the associated

costs and complexities. QuoteWerks strategically addresses the pressing needs of the Small to Medium Enterprise, providing a scalable, integrated and customizable solution that increases productivity to unmatched levels from a single-user environment all the way up to the enterprise environment.

QuoteWerks, formerly "Quote Pro", has gone through many changes rapidly responding to user feedback. Aspire Technologies, Inc. appreciates the working relationship that it holds with its customers. We believe that this customer interaction is the reason for our success.

QuoteWerks is used by over 66,000 users worldwide in over 101 countries.



The Your Company Advantage

When dealing with Your Company, you can expect more!

Support

We offer voice technical support. You can easily pick up the phone and reach us. Our customers tell us that we are very responsive to pre-sales and post-sales technical support inquiries. We believe in providing our prospects and customers with an exceptional level of service, and therefore all of our knowledgeable staff can handle both sales and technical support inquiries so you do not get the run around.

Specialized support for technology resellers and IT Industry Distributors

While QuoteWerks is used in most industries, if you are a technology reseller like an IT Professional or A/V Integrator, we have some functionality specific to your industry. The Professional and Corporate Editions have specialized features to [integrate with D&H, Ingram Micro, SYNEX, and Tech Data's](#) product and pricing information.

QuoteValet - Online Quote Delivery and Acceptance

[QuoteValet](#) is the online quote delivery and acceptance vehicle for QuoteWerks. QuoteValet is a more robust way to deliver quotes to your customers and prospects. Rather than attaching a PDF file to the quote and emailing it to your customer, QuoteValet will create a personalized web page to present the quote on [quotevalet.com](#).

Software Company or Consulting Company

We are a software company. We focus on developing an intuitive, easy to use, well documented product that does not require paid consultant time just to install or use. We have a well documented user manual, tons of [tutorial videos](#), and you can reach us on the phone (included) for technical support, so you don't have to pay us to learn our software. For those that would like additional assistance, we do offer Professional Services.

Affordable

QuoteWerks is cost effectively priced starting at USD \$199 for a single-user. It is a one-time purchase, not a monthly subscription. Our licenses are sold per concurrent user, not per named user, so if you have someone that only occasionally uses QuoteWerks, you don't have to buy a license for them. You will be hard pressed to find a product that costs less, and that delivers so much.

Our Mission

We believe in old school values and are proud to continue these traditions where businesses are honest in their practices and deliver high quality, reliable products and make them available for a fair price. Our company mission is to create inexpensive, turnkey, and reliable sales quoting software to be used by companies in most industries by adhering to the fundamental needs of the quoting process. We strive to be available to our prospects and customers for pre-sales and post-sales customer service and to provide knowledgeable honest responses in the best interest of the customer. We do not strive to make the most money (at the expense of poor customer service) or be the largest company (bigger is not always better in our book), but rather strive to build a strong resilient company that focuses on a quality experience for its customers, prospects and employees.

Benefits of Cloud Computing

What is the Cloud?

It is very hard to separate the concept of the physical computer from what the computer actually does. A computer is nothing more than processing power, memory, and storage. As businesses and technology advances, so does the need for more storage, more memory, faster processing... however none of us appreciates the need for this frequent capital expense, especially for an item that depreciates so quickly and is worth nothing at the end of its life.

MSP has taken all the risk and expense of that capital purchase and moved it to our acclaimed datacenters, from which we now deliver your entire technology as a service. And this data is dispersed for redundancy to avoid a single point of failure. Your desktop is delivered via our unique WebTop platform.

As such, the server and server room disappears. It is provided, in IT terms, from the “cloud”.



Why should I move my business to the Cloud

From an accounting standpoint, you eliminate the capital expense incurred with a new server (or servers) and deployment, along with the required operating system and common applications like Microsoft Office. Instead, you transition into an operational expense that you can plan and budget for.

From a technology standpoint, you no longer need to worry about power outages, hardware failures, offsite backup, internet outages, and expensive maintenance fees. You get rid of hardware and software obsolescence by maintaining the latest versions of the programs and features you need.

From a business standpoint, you avoid costly downtime and the need to maintain application updates across multiple systems. You gain the ability to work and access from anywhere and save thousands on deployment and maintenance costs.

Is it less expensive?

When you take into consideration the cost of hardware, power, software licensing, setup, support, maintenance, downtime, and add the benefit of location flexibility and business continuity, most companies realize a MINIMUM savings of 30% while others greatly exceed that! In this economy, that is a HUGE benefit!

What is included?

Services are based on the plan you choose. Our services include full hosted office solutions including Microsoft Office, SharePoint, and even your own Line Of Business applications. This flexibility allows our clients to move to the cloud at their own pace while maintaining the integrity of their data. You can even access data stored across multiple cloud providers!

What about speed?

For the most part, services performed in the cloud are faster than on your current network infrastructure. That is because there is no data travelling “across the wire”. All of the computer desktops and applications are stored on the same infrastructure, so access to data is immediate, unlike a local network which often has to send data across the network cables.

Do I still need my desktop?

You can access your cloud services from any device. That includes your current desktop, a “thin client”, your home iMac, Windows Phone, Droid, or even that new iPad you just got! In fact, our motto is “Anywhere, Any Time, Any Device.”

Plan Descriptions

MSP Cloud Base WebTop Platform

The MSP WebTop is the base delivery of the entire cloud architecture. From the WebTop, clients can access their entire infrastructure from any web browser, effectively negating the need for a traditional desktop computer and providing full access to current data and business applications. All of our cloud programs include this base WebTop and full helpdesk support.

- ✓ Branded Cloud WebTop
- ✓ Web-based Control Panel
- ✓ Application Management and Access Control
- ✓ Access to all licensed Programs
- ✓ Required Base Licensing
- ✓ Access from Multiple Devices
- ✓ Integrated Helpdesk and Tracking
- ✓ Employee Directory
- ✓ Hosted Exchange Email with Email Security
- ✓ 1Gb Email Storage and 2Gb File Storage

MSP Cloud User License Options

Many services are offered a-la-carte, allowing customization of the cloud experience to meet the various demands of different companies. As such, you only pay for what you use. It is truly utility-based computing. Software options include:

- ✓ Microsoft Office 2013 Standard
- ✓ Microsoft Office 2013 Professional
- ✓ SharePoint Services
- ✓ Microsoft SQL Server
- ✓ Microsoft Visio
- ✓ BlackBerry Services

** Other Microsoft Software available upon request. Client provides licensing for additional non-Microsoft applications.*

MSP Cloud User Options

Since the traditional server model is no longer necessary, most clients find their storage needs greatly decreased as they are no longer required to back up multiple servers, entire operating systems, or even old, unused data. In fact, conversion to the cloud is a great time to clean up the network. While we find that most clients fit into our base offerings, there is always a unique need for different options, among which include:

- ✓ Additional Storage and Backup
- ✓ Premium Access for Graphics Driven Users
- ✓ Non-user company contacts
- ✓ Secure 2-factor Authentication

MSP Cloud Dedicated Server Options

The cloud is able to leverage many common features and functions among multiple clients, however many companies have unique and special applications that require dedicated servers to provision resources exclusively to users at that company. As such, MSP provides an array of customized server options and backup solutions to meet those needs. For those clients with very basic requirements, we offer a shared community grid that allows access to most common applications without the need of a dedicated server.

Additional Options

Your Company offers a host of complementary services to your cloud offering including:

- ✓ **Email Archiving**
Archive your email with unlimited storage and retention policies
- ✓ **Email Encryption**
Automatically encrypts sensitive email information including social security numbers and credit card info to keep within regulatory compliance.
- ✓ **Managed Security Services**
Allow MSP to manage your office security with a hosted, managed firewall and monitoring platform at your location
- ✓ **Local Workstation Support**
Automate patch management, updates, and local antivirus protection, providing a complementary solution to our hosted cloud office and complete IT protection of your local and remote platforms

See our Additional Services page for a host of other IT services we offer.

Scope of Work

Moving your company IT to the cloud can be a little like living through a home renovation. There can be very unpleasant surprises along the way if the process isn't carefully detailed in advance, and if the people you contract with are not highly detail oriented, and technically top-tier.

Moving to the cloud, even with all of its attendant benefits, may turn your anxiety dial up a notch or two. It 's almost unavoidable. But you should know that handling migrations is something we do every day, and do very well.

Our migrations teams are authorities on the subject and work as a dedicated migrations department. "Dedicated," meaning that this is all that they do, though it also describes their level of commitment to making the move as close to flawless as can be.

The following migration map is one that we have perfected over the years at Your Company. It keeps surprises to a minimum, and guarantees a high level of involvement, and understanding, for each of our clients.

1. Project Scope and Evaluation

Before we set off on a journey, we need to know where you are headed. You will be working with an MSP Business Development Executive, and will be provided a detailed project check list. The goal is to make sure that all of your IT choices reflect the goals of your business. The first step in the migration process then is to review this list and reaffirm exactly what your objectives and needs are.

For larger clients we construct a project management website. This gives everyone a central place to update and access information as the migration proceeds. It becomes a convenient and detailed reference that enables you to see exactly where we are at any point in time.

2. Transition Team Launch

As the name suggests, this is where our transition team reviews the migration in detail and discusses how best to accommodate your particular needs throughout the transition. We might learn, for example, that the best time for the migration to take place is evenings rather than weekends. Weekends may be your busiest time. This step helps us to specify what will happen when.

There may be variations in the migration needs of each of your offices. Whatever your concerns, whatever your priorities, everything is noted and built into our approach. There are always questions, not only during our Team Launch meeting, but throughout the entire migration process. No question is too small or unimportant. The more you know, the more comfortable you'll be. The more we know, the smoother things will go.

3. Discovery and Analysis

Once we know where we're headed we need to know where you presently stand. To answer that question we execute a comprehensive IT environment inventory. We note such things as the scope of your IT assets —servers, data, printers, applications--where they're currently housed, how they are configured, what their interdependencies are, and their level of stability.

We look at where your users are located and appraise your connectivity to ensure that their applications work flawlessly in the cloud.

We might discover that some of your applications are "vintage" and recommend upgrades. Or they may be applications that we know to have built-in shortcomings, even though they're new. This can be an ideal time to fine tune a number of things to maximize performance.

Discovery and Analysis is a critical step. It's essential that it be handled in a detailed and systematic fashion, and your

involvement is invaluable.

4. Planning and Scheduling

A migration can be as quick as two weeks, or take up to eight. This depends on the size and complexity of the job. Each step of the physical transition is scheduled in advance. Each member of our team is briefed on what they'll be doing each day of the migration. Our process, while detailed, actually helps us to complete our migrations more quickly than the industry norm. We're also very good at staying on schedule.

5. Provisioning Solutions

Here is where the solution is built. Servers. Storage. Disaster Recovery. Everything that was specified is implemented. Standard applications are the first thing we pre-install. Next, we provision your custom business applications.

Your user and group accounts are then created. We have a dedicated department that handles the deployment and management of client-specific applications. If needed, or if you prefer, your vendors or consultants can be engaged at this stage.

We're particularly careful to note what permissions each person should have and in which departments they reside.

This is the stage of your migration where we train your IT Director, or whomever you designate as Transition Manager, in portal use and management. If there are multiple people in your company who should have these skills, we can train them as well. Their knowledge will span everything they need to know to simplify their jobs, including managing account permissions and portal content.

6. Testing and Training

Before going live, your applications have to be tested in their new environment. The goal is to resolve any software hiccups that may arise prior to going live. In most cases we use a copy of your real data to run these tests. Complex applications are tested the same way. We take a snapshot of real data and then work with it in a test environment.

For larger deployments, we create a User Acceptance Group. We give this group User Acceptance Training, and then we set them loose to explore, play with, and use the portal every way they can think of.

We ask them to give your data, applications, and portal collaboration capabilities, everything that's at their disposal a workout. When everything works like a dream, you'll give us the go-ahead.

Two to three days before going live we offer training sessions for everyone in the company. These require one hour time blocks and can be done remotely. Many of our training videos are online.

7. Cutover

We're getting very close now to taking you into the cloud. During Cutover we migrate your company assets, such as your email, applications, database, and document management systems to an MSP Data Center from your in-house servers or from another provider.

In most cases, this information is transferred electronically. Occasionally it requires a physical transfer prior to loading. Anything we ship on physical media is encrypted, and we send duplicates using two different carriers, ensuring against

loss and migration delay.

Many clients are particularly concerned about losing email data during a migration. We take email as seriously as every other IT asset. All mail traffic will be queued for a short duration. Nothing is lost or returned. If you need extra assurance as to how thorough we are, we'll be happy to detail this process with you.

8. Go Live Task Force

This is your first day as a company with The Power of the Portal. To help make everyone's transition as smooth as possible we assign a Go-Live Task Force. This is a group of extra technicians standing by on our end. Depending on how large or complex your migration happens to be they'll be ready to assist throughout your inaugural day, or for some days afterward.

9. Champagne Week

Champagne Week is your first week in the cloud. Here, your Account Manager will spend extra time with you making sure that everyone has whatever level of additional help they need. Yes, a bottle of champagne will be opened.

As time goes by, and your company begins to leverage all of the advantages of the cloud, you'll come to appreciate how appropriate it was to begin with a glass of champagne.

10. Analysis and Review

This is a step we undertake internally. Each quarter our team meets to discuss our migration process. After hundreds of migrations, across a very broad range of industries, our approach and people are quite polished, but Analysis and Review helps guarantee that we remain top-tier.

Support and Management

Traditionally, the IT support company profited when a client experienced issues. As a result, there wasn't much incentive to ensure trouble-free operations at the client site. There has also been a constant drive for upgrades, migrations, and projects.

By leveraging a combination of cloud technology and correcting this misalignment of services, we accomplish multiple goals. First and foremost, our clients have the benefit of always using the newest technology platform, allowing them to be more productive without a constant outlay of capital expenses. Second, our fixed cost support services don't allow us to profit when you have problems. Our engineers use cutting edge tools to proactively identify potential problems and address them before they cause downtime. By offering our solutions on this fixed fee model, we are incentivized to ensure that you have trouble-free operations and minimal downtime, driving efficiency and profitability in your company. In fact, the more reactive service we are called upon to perform, the less profitable our solutions become. We call it "having skin in the game" since our goals are 100% aligned with yours.

Some not-so-obvious benefits of MSP Cloud solutions:

- No obsolescence! Your cloud platform is constantly up to date and using the latest in technology.
- The person you go to for "techie" stuff can now focus on his/her primary job function(s)
- The majority of your IT expenses are converted from capital to operational, adding valuation to your business
- You have the benefit of a "full-time" IT staff without the cost of a single employee
- Your IT staff is never on vacation, never gets sick, and doesn't require benefits
- You never need to buy a server again!



Solution Summary

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Hardware		
1	HP ProLiant ML350 G6 5U Tower Server - 1 x Intel Xeon E5620 2.4GHz - 2 Processor Support - 8 GB Standard/288 GB Maximum RAM - DVD-Writer - Serial Attached SCSI (SAS) RAID Supported Controller - Gigabit Ethernet 	\$2,851.20	\$2,851.20
1	HP StorageWorks D2600 Hard Drive Enclosure	\$3,374.60	\$3,374.60
	Services		
3	Managed Anti-Virus with Standard ITSS	\$6.00	\$18.00
3	Managed Spam with Standard ITSS	\$4.50	\$13.50

	SUBTOTAL	\$6,257.30
	SALES TAX	\$500.58
	TOTAL (ONE TIME)	\$6,757.88
MONTHLY COMMITMENT		\$31.50

* Pricing is based on current hardware, software, and support licensing costs and is reflective of the current number of users. Pricing may increase automatically on January 1st each calendar year with a maximum annual increase of 5% each year to cover changes in vendor costs.

Specifically excluded from this subscription unless otherwise provided as part of the agreement:

- Additional project work of any kind (initial project deployment is quoted herein).
- The cost of any parts, equipment or shipping charges of any kind
- The cost of any additional software, licensing, or software renewal/upgrade fees of any kind
- The cost of any 3rd party vendor/manufacturer support or incident fees of any kind

- Failure due to acts of God, building modifications, accidents, fire, power failures, Client misuse or other adverse environmental conditions or factors
- Local workstation support unless chosen as an option within the agreement
- Backup of local client data outside of what is stored or provided by the MSP cloud services
- Network cable installation and testing of network cables
- Any pre-existing condition, as may be noted by MSP or the Client

Additional Services We Offer

As a full-service IT firm, Your Company offers a host of additional services that will benefit your firm. Below are just a few examples of how we can further help your business:

IT Projects and Consulting

Have an IT project that needs to be addressed? Need a technical lead for an existing project in progress? Need to manage a company move? MSP has over 20 years of experience in project management. We can help you bring a project to fruition on time and within budget. We can also work with you on design and implementation of a new project including line of business application deployment or even a major migration.

Web and Graphic Design

Has your website become nothing more than a static online brochure? Do you frequent websites of your competitors which are far more dynamic and captivating? Do you want to use your website as a tool to communicate with your clients and drive new business rather than something you feel you just need to have? MSP can make your website into a full Content Management System (CMS), presenting a more professional image of your business, providing an EASY way for your own team to keep it up to date and engaging, and tailor it to capture useful prospect data so that it becomes more interactive and serves as a true marketing tool.

MSP can even provide graphic design services to help develop a new logo, letterhead, or even full brand identity as well as standard marketing materials and other literature.

Internet, Email, and Social Media Marketing

Let's face it... the Yellow Pages are dead. It is imperative that we leverage the NEW media direction in order to properly market our business. That includes a combination of marketing tactics including email, online advertising, and even social media, which nobody can ignore. It is important to leverage these tools effectively to stand out from the crowd and engage the new generation of prospective clients. Let MSP help demystify the tangle of the Internet and bring your business to the next level.

Managed Printing

Have you ever truly calculated the cost to print a page? There is the cost of the printer, the toner, the print drum unit, repairs and maintenance... How about the cost of the toner that sits in your supply closet well after that printer is no longer in service? MSP can provide your business with a little-known way of saving 50% or more on your printing costs with a fully managed printing solution.

Videoconferencing

Most companies have overlooked this far too valuable tool, believing it to be too expensive for them or simply unnecessary. Do you have multiple offices? Do you have clients that may be out of the region? Do you travel frequently but require the need for face-to-face staff meetings? MSP provides some very creative videoconferencing solutions at prices you wouldn't think to be so low. All can be set up in a matter of minutes with very little training needed.

Support Services Agreement

This Agreement is by and between Your Company, a FL corporation (“we”, “us”, or “MSP”), and the person or entity signing below as a Customer (“you” or “Customer”) and is made and entered into as of the latest date shown in the signature blocks below (the “Effective Date”).

This Agreement sets forth the terms and conditions upon which MSP will provide services (the “Services”) to Customer.

1. SUPPORT SERVICES AGREEMENT

1.1. **Services.** MSP shall provide Customer with the “Services” as described in this Agreement and as described in any schedules attached hereto (the “Schedules”). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term “Services”, when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. MSP shall provide Customer with 60 days advance written notice of any changes to the terms and conditions of this agreement. Customer may choose to opt out of such changes with written notification to MSP within 60 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.

1.2. **Initial Schedules.** A Schedule may be deemed attached hereto only when both parties have executed and agreed upon the Schedule in writing.

1.3. **Remote Access.** MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, MSP will schedule an engineer for an on-site visit. MSP reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue onsite.

2. SERVICE FEES AND PAYMENT SCHEDULE

2.1. **Initial Setup Fee.** MSP will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.

2.2. **Monthly Fee.** MSP will provide the services to the CUSTOMER as detailed herein or in any schedules attached to this agreement. The monthly service fee will be invoiced on or about the 15th day of each month prior to the month in which services are provided, allowing you time to review your billing. For services based on a per-unit charge, customer agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit. Payment is made automatically via ACH on the first day of each calendar month. Payments made outside the scope of any agreement are not included in the monthly ACH.

2.3. **Late Payment.** Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.

2.4. **Hourly Rate.** The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 60-days written notice. Current hourly rates and billable minimums are published at www.MSPyourbusiness.com/termsandconditions.html. Client agrees to verify current rates and minimum charges online prior to requesting any billable service. The hourly rate is for time worked and is not tied to a resolution.

2.5. **Billing Zone.** On-site services are billed “portal-to-portal”. The hourly charges for on-site service begins when a billable staff member leaves the MSP headquarters and ends when that member finishes on-site.

2.6. **After-Hours.** All rates in this Agreement are based upon services provided during normal business hours defined as Monday through Friday, 8:30 AM to 5:00 PM EST.

2.7. **Travel Expenses.** MSP will invoice for any additional travel expenses to include parking and tolls.

2.8. **Additional Charges.** There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by MSP in respect to the foregoing.

2.9. **Billing.** MSP will invoice CUSTOMER for all additional approved services, charges, hardware, software, and taxes on demand according to customer terms. All fees for the services provided in this agreement are invoiced in advance and pre-paid.

2.10. **Terms.** All invoices and payments are due NET15 unless other terms are approved by MSP.

3. TERM AND TERMINATION

3.1. **TERM.** The initial term for Services provided is one year from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one year terms for the life of the Customer relationship. Customer may choose not to renew services for successive terms with a sixty (60) day written notice to MSP.

3.2. MSP will provide services in a competent manner, comparable to industry standards. If MSP does not provide services in such manner and cannot rectify the problem(s), within sixty (60) days from CUSTOMER written notice in which CUSTOMER identifies the problem(s), CUSTOMER will have the right to terminate the respective Schedule only.

3.3. MSP, at its sole discretion, may terminate this Agreement if CUSTOMER: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, CUSTOMER’s responsibility for past due amounts shall survive each bankruptcy proceeding provided the acknowledgment of such liability by CUSTOMER will not affect the discharge of CUSTOMER regarding other general creditors.

3.4. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party

engages in legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due.

3.5. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. OWNERSHIP OF DATA. Backup data being stored both on provided equipment and at the Data Center remains the sole property of the CUSTOMER. If CUSTOMER chooses to terminate services, MSP will assist CUSTOMER in the orderly termination of services at its current rate structure. This could involve copying the backup image to an external drive. CUSTOMER agrees to pay MSP the actual costs of rendering such assistance to include hardware if necessary.

5. LOANED EQUIPMENT. CUSTOMER agrees that certain items, including but not limited to the NAS unit utilized by MSP in the execution of the backup service and the firewall used in the managed firewall service shall remain the property of MSP, and must be returned if requested. CUSTOMER further agrees to cease the use of any technology that remains the property of MSP upon termination of this agreement. If any equipment at the Customer site owned by MSP is stolen, damaged or destroyed, CUSTOMER must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

6. EQUIPMENT AND FACILITIES. CUSTOMER agrees that MSP may utilize certain items of CUSTOMER's equipment and may gain access to certain CUSTOMER facilities. CUSTOMER retains title and ownership in all of CUSTOMER's equipment owned by CUSTOMER and utilized by MSP, and must grant authority for MSP to access CUSTOMER's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, CUSTOMER understands that MSP may be unable to perform their duties adequately and if such a situation should exist, MSP will be held harmless.

7. INSURANCE COVERAGE. MSP 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 CUSTOMER's request, MSP further agrees to furnish CUSTOMER 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 CUSTOMER.

8. INDEMNITY. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct. MSP shall defend and indemnify CUSTOMER against all claims, damages, etc. arising from MSP employees' and agents' activities at CUSTOMER facilities.

9. FORCE MAJEURE. MSP shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond MSP's reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that MSP immediately notifies CUSTOMER of such delay. If MSP performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, CUSTOMER may terminate this Agreement by giving MSP written notice.

10. NOTICES

All notices herein provided for or which may be given in connection with this

Agreement shall be sent via regular mail, postage prepaid, or by facsimile. If any such notice shall be given by CUSTOMER to MSP, it shall be addressed to:

Your Company

123 Elm St, Orlando, FL 32819

11. REPRESENTATION AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you (a) have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

12. DISCLAIMER OF WARRANTIES: LIMITATION OF DAMAGES

12.1. THE EXPRESS, BUT LIMITED WARRANTY IN SECTION 11 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING OUR SERVICES AND WE AND OUR AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES (IMPLIED OR EXPRESS) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION OR AGAINST INFRINGEMENT REGARDLESS OF WHETHER THE ACTION AROSE INSIDE OR OUTSIDE THE UNITED STATES. THERE IS NO WARRANTY AGAINST INACCURACY. THERE IS NO WARRANTY OF SYSTEMS INTEGRATION. THERE IS NO WARRANTY THAT OUR OBLIGATIONS UNDER THIS AGREEMENT WILL FULFILL ANY OF YOUR OR ANY AUTHORIZED USERS PARTICULAR PURPOSES OR NEEDS.

12.2. WE PROVIDE THE SERVICES "AS IS". YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT THE SOLE RISK OF YOU AND EACH AUTHORIZED USER. YOU ACKNOWLEDGE THAT THE USE OF THE SERVICES BY YOU AND EACH AUTHORIZED USER ARE AT YOUR OWN RISK AND THAT THERE IS NO WARRANTY OF INTERRUPTED OR ERROR-FREE SERVICE OR ACCURACY OR RELIABILITY.

12.3. WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OR PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN US, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE, THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.4. YOU ACKNOWLEDGE AND AGREE YOU HAVE RELIED ON NO WARRANTIES EXCEPT OUR LIMITED EXPRESS WARRANTY IN SECTION 11.

12.5. You agree that the total liability of us and our Affiliates and the sole remedy of you and any End User for any claims regarding our services is limited to your right to terminate this Agreement. Further, should a court nonetheless find that a remedy is not exclusive or that we are for any reason nonetheless liable for money damages, our cumulative liability in connection with this Agreement and our Services, whether in contract, tort or otherwise, shall not exceed the amount paid to us under this Agreement during the three months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that

limitation of liability.

12.6. We are not obligated to exercise any control over the content of the information passing through our network except those controls expressly provided in this Agreement.

12.7. Except as expressly provided in the Agreement, you acknowledge that (a) we are in no manner responsible for any action or inaction of any third party, including, but not limited to, hardware or software vendors or Internet service providers; (b) we have not represented that the Services shall be uninterrupted, error-free, or without delay; and (c) we do not and cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, YOU ACKNOWLEDGE THAT WE DISCLAIM ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND YOU SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, you acknowledge that, in providing the Services, we shall necessarily rely upon information, instructions, and services from you, your Administrator, employees, and agents, and any other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in the Agreement, you fully assume the risk associated with errors in such information, instructions, and services.

13. GENERAL

13.1. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and constitutes the entire Agreement between MSP and CUSTOMER with respect to furnishing of services hereunder. No provision of the Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

13.2. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the CUSTOMER for service hereunder.

14. CONFIDENTIALITY AND SOLICITATION OF EMPLOYEES

14.1. CONFIDENTIALITY. MSP recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning CUSTOMER's business and operations, including, without limitation, financial and tax information, business plans and development strategy, and marketing methodology, (collectively referred to as "Confidential Information"). MSP recognizes that disclosure of the Confidential Information to competitors; non-authorized third parties or the general public would be detrimental to the Company. Accordingly, MSP covenants and agrees with CUSTOMER that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall he use the Confidential Information for any purpose other than purposes which serve CUSTOMER.

14.2. SOLICITATION OF EMPLOYEES. CUSTOMER acknowledges that MSP is involved in a highly strategic and competitive business. CUSTOMER further acknowledges that CUSTOMER would gain substantial benefit and that MSP would be deprived of such benefit, if CUSTOMER were to directly hire any personnel employed by MSP. Except as otherwise provided by law, CUSTOMER shall not, without the prior written consent of MSP, solicit the employment of MSP personnel or induce any MSP personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. CUSTOMER agrees that MSP damages resulting from breach by CUSTOMER of this provision would be impracticable and that it

would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CUSTOMER violates this provision, CUSTOMER shall immediately pay MSP an amount equal to US \$50,000 as liquidated damages and MSP shall have the option to terminate this Agreement without further notice or liability to CUSTOMER. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs MSP would incur to identify, recruit, hire and train suitable replacements for such personnel.

15. CUSTOMER RESPONSIBILITIES

15.1. CUSTOMER must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.

15.2. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT PRESCRIBED BACKUP OPERATIONS PERFORMED BY MSP ARE ADEQUATE.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Customer
Joe's Brewing Company
1234 Oak Drive
Suite 137
Orlando, FL 32820
United States

Signature

Printed Name/Title

Date

MSP

Signature

Printed Name/Title

Date