

## ON-SITE SERVICE AGREEMENT (Premium Plan)

THIS ON-SITE SERVICE AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between (i) \_\_\_\_\_ (the "Client"), with principal offices at \_\_\_\_\_, and (ii) Mikrotec Internet Solutions, LLC ("Mikrotec"), with principal offices at 20 Laynesville Road, Harold KY, 41635.

**1. Services.** Mikrotec will provide on-site scheduled computer support four times a month to ensure that Client's network is operating efficiently and all work stations are protected and up to date. During the visits, Client may provide a list of items that Client would like addressed, such as installing a new desktop or setting up a new user account. The regular monthly visits will involve 1.5 hours per visit and the total monthly charge will be \$300.

In the event of an emergency or other special need, Client may request additional on-site services from Mikrotec at the discounted hourly rate of \$50. Mikrotec will make every effort to respond to such requests with an on-site visit within one business day thereafter. Each additional on-site visit will be billed a minimum of 1.5 hours; however, the Client may substitute an unused regular monthly visit with 1.5 hours of an additional on-site visit if they occur in the same month.

There will be no trip charge for any on-site visit that involves one-half hour or less round trip travel time. Any round trip travel time in excess of one-half hour will be billed in increments of one-half hours and charged \$22.50 per one-half hour.

The Client may also request support from Mikrotec over the telephone. Support services over the telephone will be billed at the discounted hourly rate of \$50, with a minimum charge of one-half hour per call. However, the first two hours of support services over the telephone each month are without charge.

**2. Terms of Payment.** Invoices for Mikrotec's regular monthly services are sent out a month in advance and are due before the month of service begins. **(Payment for the first full month of regular services and for the prorated portion of the month that regular services begin is due upon entering this Agreement).** Invoices for Mikrotec's additional services are sent out shortly after the end of the month of service and are due before the end of the month they are sent out. All overdue invoices will be charged a finance fee of one and one-half (1.5) percent per month, with a minimum fee of five dollars (\$5.00).

**3. Discontinuing Service.** This Agreement shall extend indefinitely unless either party discontinues service in accordance with this Agreement. If either party wishes to discontinue service, they must give forty-five (45) days prior written notice to the other party at their principal office address set forth above.

**4. Non-Disclosure.** Because of the nature of the service being provided, it is understood that Mikrotec may have access to certain confidential information that is of value to the Client. If this confidential information was to be disclosed to third parties, that value could be impaired. At no time without written consent from the Client may Mikrotec disclose such confidential information to third parties.

**Limitation of Liability.** Mikrotec hereby disclaims all warranties in connection with any service provided. Any service is provided “AS-IS” unless expressly written otherwise. Mikrotec’s cumulative liability to the Client, or any other person, for any loss or damages resulting from any claims, demands or actions arising out of or relating to this Agreement (other than paragraph 4 above) shall not exceed the amount paid by the Client to Mikrotec for the use of the applicable service. Although Mikrotec makes reasonable efforts to ensure the accuracy and reliability of all services, the Client acknowledges that Mikrotec will not be held liable for any damages suffered or incurred by customers or any third person arising out of any faults, interruptions, delays, inaccuracies, errors or omissions with the respect to the services or the transmission or delivery thereof, for any damage arising therefrom or occasioned thereby, or for the results obtained from the use of the services. Under no circumstances will Mikrotec be liable for any indirect, incidental, special or consequential damages, including lost profits, lost data, lost files, lost programs, lost operating systems and license data, with respect to the obligations under this Agreement (other than paragraph 4 above), regardless of whether such damages could have been foreseen or prevented by either party, and the Client hereby waives all future claims relating thereto.

**5. Miscellaneous.** This Agreement shall be governed by the laws of the United States of America, State of Kentucky, and the Client hereby consents to the exclusive jurisdiction and venue of courts in Kentucky in all disputes arising out of or related to this Agreement. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, and successors. There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement and neither party may legally bind the other. This Agreement may not be amended, modified or superseded unless expressly agreed to in writing by both parties. No provision of this Agreement may be waived except by an instrument in writing executed by the party against whom the waiver is to be effective. The failure of either party at any time or times to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. This Agreement represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements, or understandings regarding the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

Mikrotec Internet Solutions, LLC  
(Mikrotec)

\_\_\_\_\_  
(Client)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

John C. Schmoldt  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

Director of Operations  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)