

This Agreement is entered into between the Client (hereinafter "User") as detailed on the front of this agreement and Mayor Technologies Inc (hereinafter "Company") WHEREAS User will utilize services as selected on the front of this agreement and WHEREAS the Company agrees to provide services accordance with the terms of this Agreement as detailed below:

THEREFORE, in consideration for the mutual undertakings of the User and the Company under this Agreement, the parties agree as follows:

**Services:** Customer acknowledges and agrees that computer systems and technology by their nature are complex and services rendered can affect other areas of the technology system. Customer acknowledges that services rendered on the afore mentioned technology system by MTI can result in the need for additional services on the system resulting in additional billable services. Customer further agrees that MTI is not financially/legally responsible for any issues that may arise in the afore stated company's technology system that occur during or after all services rendered by MTI representatives unless evidence is present proving negligence on behalf of MTI (determination of proof/evidence will be evaluated by MTI and if needed a third party legal representative). Customer is responsible for being present or providing MTI access to designated facilities/equipment for scheduled services. Hourly rates will begin from the time the MTI representative arrives at the Customer's facility/designated area of service. If Customer is late arriving to facility/designated area of service, Customer will still be billed from the arrival time of MTI representative (assuming arrival time is within initial scheduled arrival time) and Customer will be held financially responsible for all associated hourly charges. MTI will assume a Customer is a no show if Customer does not arrive at agreed upon facility/designated area of service within 1 hour of the agreed upon time and Customer will be billed for 1 hour of services. MTI reserves the right to refuse services to any Customers. MTI also reserves the right to cancel or suspend service agreements at any time if MTI deems the Customer is not demonstrating fair, ethical and appropriate business behavior. MTI will communicate refusal of work verbally or in writing.

**Payment:** Payment for packages will be due prior to services rendered, failure to pay for services already initiated will result in services being suspended or discontinued until payment is received. User is responsible for payment of all packages and services agreed to and utilized.

**Request for Service:** Request for all support must be submitted via email or 24 hour support line by User. Request received by Company will be answered within 10 hours of receipt of request. User will be provided with a service range of time in which to have the computer ready for support. User may be required to present at the location of the PC during the support and capable of handling instructions sent from the Company to assist in the support process

**Reschedule/Cancel:** All request to cancel or reschedule service visits (in house and on site) must be done 48 hours prior to the 8:00am the day of the service visit. Failure to provide 48 hour notice will result in User being billed for ½ the cost of MTI's 1 hour onsite rate.

**Problem resolution:** Not all problems can be resolved or solved within the constraints of the support types selected. Company will have sole power to make decisions regarding escalating support type to the next level of service. If user does not have an agreement for the next level of service all additional support will be billed to the User at Company's standard hourly rate. User assumes all financial responsibility for these services. User agrees to maintain financial responsibility for all support rendered regardless of outcome of attempted problem resolution.

**Remote Support:** remote support will cover a maximum of 3 computers and 2 users. Remote support is only allowable on computers that are capable of connecting to the internet. Remote support does not allow the User to verbally communicate with the Company's support specialists.

**Phone Support:** Phone support will cover a maximum of 3 computers and 2 users. Support issues must be completed with the same user throughout the support process.

**Onsite visits:** all time will be rounded to the nearest minute and time is billed per tech per hour with the first hour billed in full regardless of service type. If time remaining in agreements are less than 1 hour and onsite service is requested; User will be billed for 1 full hour at the Company's standard hourly rate and time remaining in agreement will be applied as a credit towards service visit.

**Overages:** All overages will be billed to the User at the Company's standard hourly rate. It is the sole responsibility of the User to maintain and track services rendered.

**Pre-scheduled maintenance:** Maintenance will be pre-scheduled at time of agreement. Pre-scheduled maintenance cannot be used for emergency services.

**Laptop maintenance:** Plans will cover the allotted time as selected on the front of this agreement. Monthly maintenance will only cover computer updates on 1 laptop, if the laptop is not in a functioning state, updates will not be applied. Services will be pre-scheduled only. Problem resolution will only be covered up to the designated number of agreement hours. User is financial responsible for all time overages, parts and software required.

**Block Time Purchases:** Block time Purchases will be good for 1 year from the date of purchase. Unused time and services are not eligible for refunds, cash back or carry over to the next cycle or year. All services will be prepaid prior to rendering services.

**Small Business Packages:** Small Business packages are yearlong agreements that will be billed in pre-paid quarterly cycles. Year agreements are non-cancelable prior to end of year. If User wishes to cancel agreement prior to one year, User will be financially responsible for all remaining quarterly payments for the remainder of the 1 year.

**Website Development:** Website development prices are "start at" prices detailed on this agreement; additional time may be required for desired results and will be billed at the standard hourly rate. Template based sites do not included creation or editing of graphics or text. All material submitted to Company for the use of User's website development is the responsibility of the User and User agrees not to violate copyright laws by providing pictures and text rightfully belonging to another person or entity.

**Email/Web Hosting:** All email/web hosting will be done so in correspondence with the Email/Web Hosting Agreement signed by User.

**Remote Backup:** All Offsite Remote Backup will be done so in correspondence with the Offsite Remote Backup Agreement signed by User. Backup prices are for one PC, additional PCs will be additional charges; however data amount will be calculated as total data between multiple PCs.

**Cabling & Wiring:** Any hour work involving cabling and telephone services through block time or service agreements will be billed at a rate 1.5 hours for every hour. Small business package time cannot be used for cabling and telephone services.