



Service Level Agreement

This agreement (the Agreement) is made and entered into this Date: **May 31, 2007** by and between Remote Tech Group, LLC. of 52 Theresa Blvd. Wappingers Falls, NY 12590 (RTG), and RTG Client.

WITNESSETH

WHEREAS, RTG is a provider of hosted application solutions, and WHEREAS, Client wishes to contract with RTG for such services. NOW THEREFORE, in consideration of the mutual promises contained herein, RTG and Client agree as follows:

1. DESCRIPTION OF SERVICES

RTG shall, in accordance with the terms and conditions of this Agreement, provide the services (Services) described in Schedule A attached hereto and made a part hereof. The parties may amend or change the Description of Services only by mutual written agreement.

Database Security and Ownership: Database servers will never be available directly from the web and will have no external (Internet) IP addresses; the database servers will be located in a DMZ area on a background private network within the hosting facility. All RTG Firewall services are hardware/mechanical firewall services with built-in NAT technology. Databases are only accessible to authenticated users through a web application server that communicates with the databases on the background private network. Client understands and agrees that occasional temporary interruptions of any Internet Services may occur as normal events in the provision of the Internet Services. RTG agrees to exercise reasonable care to prevent such occurrences; however, under no circumstances will RTG be held liable for any financial or other damages due to such interruptions. Client shall retain ownership at all times of the data and the database structure that constitute the database hosted by RTG. RTG shall maintain the data and the database in a confidential manner as set forth in Section 9. Upon demand or Termination of this Agreement, RTG will, at Client's direction, either return all copies of the data and the database to Client or certify the destruction of the data and the database. RTG will be under no obligation to return Client's data until all monies owed RTG have been paid by Client.

Backup and Maintenance: Backups will be performed nightly by an automated software system. Once these backup files are created they are moved to internal RTG backup servers, and then replicated to external RTG servers located within a separate hosting facility out of state. Backups are accessible via the web by authenticated users of the database who have permission to access the backup files. As part of the backup routine, databases are compressed and re-indexed nightly.

Version Control and upgrade policy –

- a. We support the last version of the previous version of ACT (i.e. ACT! 802 HF4 would only be supported until ACT!10 was released)
- b. We support only the last two Inline versions of the current version of ACT! ST (i.e. 9.00 and 9.0a or 9.0a and 9.01) and clients must upgrade to the current inline version before the next inline becomes available. Once the next inline becomes available, RTG determines it is "safe", and updates

ACT! on RTGs servers, we will no longer support the older inline previous supported (i.e. 901 ships, 9.00 is no longer supported). RTG will notify clients of this update via the website and emails to existing clients.

- c. For Clients who wish to use EX, they must upgrade to the latest inline when we schedule it and within 30 days of availability. We do not support multiple inline version of EX in a hosted environment. Multiple inline support is only available to ST users.
- d. Client understands that RTG is simply a hosting service for the ACT! software program and must conform to any changes or modifications within the software or EULA agreement as set forth by Sage Software. Should Sage software modify any legal or financial agreement, RTG reserves the right to change this agreement to reflect those modifications
- e. Once Sage releases the next inline release for the current version, all new users will be required to on-board the RTG hosting system in that current version.

2. CHARGES FOR SERVICES

2.1 Service Charges

a) Charges for Hosting Services (Service Charge) are accumulated and calculated for full calendar month periods as well as pro-ratio for the initial quarter and paid per the terms of this Agreement. The applicable Service Charge for the Services is listed in Schedule A. Client agrees to pay for all charges attributable to its use of Services from RTG pursuant to this Agreement.

b) Service Charges are contracted at the amount(s) and Term specified in Schedule A, and Section 3 of this Agreement and only subject to change with Notice per the terms and conditions as provided for herein. Special charges may apply for oversized databases, multi-database systems and instances of non-cancellation/non-use "Parking" fees, per below:

Database "Parking" Fees

Should client want to pause services, they may choose to park their database for \$10 a month per database. Client's Web Access and/or Synchronization will be disabled. The database is backed up to an FTP site or CD/DVD and removed from the active server. When client is ready to resume services, all databases will be restored to the servers and all users set to active. Client will not pay any setup fees for this resumption of services.

Multiple Master Databases

Client may request that multiple databases, with some or all of the same users, be hosted by RTG. There will be a charge for each additional database and users within the databases. These charges are at a discounted rate. Setup charges for the database, users and remote database creation are not discounted. Charges are outlined below

Additional Database fees:

Hosting fees:

Database: \$10 per month per additional database

Users:

Web users: \$10 per month per user for each additional database (this is in addition to the standard monthly charge per user)

Synchronization Users: \$10 per month per user in each additional database (this is in addition to the standard monthly charge per user)

Setup Fees:

Setup fees for additional databases and users within the additional databases are not discounted:

Database Setup: \$175

User Setup: \$35

Remote Database Creation: \$125 per rdb

Database Size

Base Size – Databases and their supplemental folders with a total size of 250 MB or less shall be included within the base hosting fees outlined above. The size of client's database files are monitored, and should they exceed 250 MB, shall incur additional monthly hosting fees as outlined below:

Included within the standard hosting fees:

One (1) database with up to 5 users: Base size not to exceed 250MB

Databases with greater than five (5) users will be allowed an additional 50 MB per user within the standard hosting fees.

Example: 1 database with 30 users would be allowed 1.5 GB of files within the standard hosting fees.

When a client's database and related files exceeds their allotted quota, there will be an additional charge of \$10 per 500 MB of additional space per month.

Client will be notified of such overages and given 14 days to reduce the files size before incurring the additional charges.

c) RTG may also provide consulting, support, and training services for Client on a per request basis.

2.2 Changes to Service Charges

a) Service Charges, as indicated in Schedule A and Section 5, are subject to thirty 30 days prior Notice of Change when such change is unrelated to changes in Services delivered (ie. Users, applications, etc.) as listed in Schedule A or referenced attachments or addendums.

b) Changes in Services delivered under this Agreement may change Service Charges. Such changes to Service Charges will be applied as follows:

i. An increase in Services that results in an agreed upon increase in Service Charges will be applied and begin in the month in which said changes are implemented.

ii. A decrease in Services that results in an agreed upon decrease in Service Charges will be applied and begin in the following quarter.

3. TERM

a) The term of this Agreement (Term) shall commence upon the date of its execution by both parties (Agreement Date) or the date of database placement, whichever comes first and, shall expire upon the completion of the first full calendar quarter following commencement date of Services (Service Date) as shown in Section 5: Purchase Order.

b) This Agreement shall automatically renew for additional calendar quarter (Subsequent Term(s)) if not otherwise terminated as provided for in this Agreement. All Subsequent Terms are calendar quarter periods, not month-to-month, and as such, require prior Notice of termination per Section 7.2 below, to avoid penalties.

c) Service Charges and/or any changes in Service Charges at renewal are subject to Notice as provided for in Section 2 of this Agreement.

d) If this Agreement is terminated, RTG will stop providing Services subject to the terms of this Agreement.

4. BILLING The initial payment for Service Charges equals the prorated portion of the current calendar quarter. The Payment is due no later than ten (10) business days prior to the scheduled date for the commencement of Service. In the event this Agreement is automatically renewed for Subsequent Terms the Payment is due no less than ten (10) business days prior to the scheduled commencement of said Subsequent Terms.

5. PURCHASE ORDER

Please refer to attached document(s) (Schedule A) for hosting setup costs and or software.

6. INVOICES

After the initial payment, RTG will invoice Client for services on a quarterly basis for hosting Services.

RTG shall receive from Client, payment for all hosting services invoices at least 10 days prior to start of new term (first day of next calendar quarter), after which such payment will be considered past due. Client shall pay, in the sole discretion of RTG, a late fee of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, if lower, on past-due amounts for each calendar month, or portion thereof, that such past due amount remains outstanding. Client, if applicable, will pay collection costs and attorney



fees. RTG will have no obligation to perform any Services when any amount required to be paid by Client remains past due and unpaid subject to the terms of this Agreement.

Invoices for work other than hosting done from Client by RTG shall be due upon receipt and shall be considered past due 10 days past the invoice date. At RTG's discretion it may require consulting or training work to be paid for in advance of delivery of service. Once an invoice is past due, Client shall pay, in the sole discretion of RTG, a late fee of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, if lower, on past-due amounts for each calendar month, or portion thereof, that such past due amount remains outstanding. Client, if applicable, will pay collection costs and attorney fees.

RTG will have no obligation to perform any Services when any amount required to be paid by Client remains past due and unpaid subject to the terms of this Agreement.

7. TERMINATION

7.1 Termination by RTG

RTG may, without cause, at any time, terminate all or part of this Agreement for Services by providing no less than thirty (30) days prior written Notice to Client. In such case, Client's liability to RTG with respect to such termination shall be the payment of all invoiced amounts for Services provided through the Termination Date. RTG will refund to Client any pre-paid Service Charges in excess of charges for Services provided.

In the event such Notice is given by RTG, Client may terminate this Agreement, by providing written Notice, without penalty, including but not limited to, the Termination Fee. This provision does not affect or waive any other Client obligations under this Agreement, including but not limited to, all invoiced amounts for Services provided through the Termination Date.

7.2 Termination by Client

Client may, without cause select not to renew this Agreement, by providing no less than thirty (30) days written notice to RTG prior to the start of the next calendar quarter. In such case, Client's liability to RTG with respect to such termination shall be the payment of (i) all invoiced amounts for Services provided through the date of termination. (Termination Date). If notice is not provided thirty (30) days prior to the first day of the next quarter, Client shall be liable for the following quarter. If client terminates use of services prior to the first day of the following quarter, no credits are given for unused days within the current quarter, whether or not the 30 days notice is given. RTG will be under no obligation to return Client's data until all monies owed RTG have been paid by Client.

8. OWNERSHIP OF DATA AND DATABASE

Client shall retain ownership at all times of the data and the database structure that constitute the database hosted by RTG. RTG shall maintain the data and the database in a confidential manner as set forth in Section 9. Upon demand or termination of this Agreement, RTG will, at Client's direction, either return all copies of the data and the database to Client or certify the destruction of the data and the database. RTG will be under no obligation to return Client's data until all monies owed RTG have been paid by Client.



9. CONFIDENTIAL INFORMATION

9.1 Confidential Information: In connection with the performance of Services hereunder, it may be necessary for each party (the Disclosing Party) to disclose or make available to the other (the Receiving Party) certain confidential information or materials which the Disclosing Party considers to be confidential and proprietary (collectively, Confidential Information). Each Receiving Party agrees that it will maintain the confidentiality of all Confidential Information of the Disclosing Party by using the same degree of care that it takes to hold in confidence its own proprietary information and materials of a similar nature, and shall not use the Confidential Information of the Disclosing Party for any purpose whatsoever, except as expressly contemplated under this Agreement or as may otherwise be provided for in writing between the parties. However, neither party shall be required to keep confidential any data or information which is or becomes publicly available without fault on the part of the Receiving Party, is already in the Receiving Party's possession prior to receipt from the Disclosing Party, is independently developed by the Receiving Party outside the scope of this Agreement and without reference to the Confidential Information of the Disclosing Party, or is rightfully obtained from third parties. Each party shall disclose the Confidential Information of the other only to those of its employees, contractors, and agents having a need to know such Confidential Information and shall take all reasonable precautions to insure that its employees, contractors, and agents comply with the provisions of this Section.

9.2 Survival: The obligation of confidentiality and limitation of use shall survive the termination of the Agreement for a period of two (2) years.

10. Non-Solicitation of RTG staff and Contractors

As RTG has a substantial investment in relationships with employees and contractors, and Client may come to know, by introduction or otherwise, said employees and or contractors, Client agrees not to solicit any RTG employees or contractors for contractions or employment by Client or other concerns without RTG's express written consent during any Term of this Agreement and for one (1) year following termination of this Agreement. This provision also applies to any individuals or companies who were past RTG employees or contractors within the one (1) year period immediately preceding any solicitation or offer of contracting or employment, whether during any Term of this Agreement or subsequent to termination of this Agreement.

11. WARRANTIES

RTG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED EITHER IN FACT BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL RTG BE LIABLE FOR LOSS OF DATA, LOSS OF PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF SERVICES PROVIDED HEREIN.

12. LIABILITY AND INDEMNIFICATION

12.1 General Intent

The parties' their affiliates', officers', and directors' entire liability under the Agreement is limited as set forth in this Section 11.

12.2 Limitation of RTG's Liability

RTG's liability for damages arising out of this Agreement or RTG's provision of the Services, including but not limited to, mistakes, omissions, interruptions, delays, conduct or errors, or



other defects, representations, use of Services or arising out of the failure to provide Services, whether caused by acts of commission or omission, regardless of the form of action, and whether in contract, tort (including negligence), warranty or any other legal or equitable grounds, shall not exceed the aggregate charges paid by client to RTG for Services under the Agreement for the most recent consecutive twelve (12) month period. Such amount together with termination pursuant to Section 7 shall be the sole remedies of Client and the sole liability of RTG under the Agreement.

12.3 Indemnification by Client

Client shall indemnify, defend and hold RTG, its affiliates and their respective officers, directors, employees, agents and subcontractors harmless from all claims, losses, damages, expenses (including attorney’s fees and court costs) or liability arising from (a) any claims made against RTG by any person other than Client in any way relating to this Agreement or the Services, other than such claims that result solely from RTG’s willful misconduct or gross negligence, or (b) the breach of the Agreement by RTG.

12.4 Indemnification by RTG

RTG shall indemnify, defend and hold Client and its officers, directors, employees, agents and subcontractors harmless from all claims, losses, damages, expenses (including attorneys’ fees and court costs) or liability arising from claims by third parties that result solely from RTG’s willful misconduct or gross negligence, subject to the limitation that the aggregate of all amounts paid by RTG pursuant to this Section shall not exceed the aggregate charges paid by Client to RTG for Services under the Agreement for the most recent, consecutive twelve (12) month period.

12. NOTICES

Any notice or demand which under the terms of this Agreement or under any statute must be given or made by RTG or Client shall be in writing and shall be given or made by postage prepaid U.S. Mail addressed to the respective parties as follows:

RTG:	Client:
Remote Tech Group, LLC. 52 Theresa Blvd Wappingers Falls, NY 12590	Name and address previously on file

Either party may change the Notice address or addressee by giving Notice thereof to the other party. Notices may be given by first class U.S. Mail (postage pre-paid, registered and with receipt requested), nationally recognized express courier, confirmed facsimile, personally, or by hand. Notices shall be deemed to have been given on the date of delivery when delivered personally or by facsimile, on receipt if delivered by express courier or by hand, and three (3) business days after delivery to the United States Postal Service if mailed.

14. APPLICABLE LAW This Agreement shall be construed in accordance with the laws of the State of New York. The parties mutually acknowledge and agree that this Agreement relates



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solely to the performance of services (not the sale of goods) and shall not be governed by the Uniform Commercial Code of any State having jurisdiction.

Authorized representatives of RTG and Client do hereby execute this Agreement including any appendices attached hereto and made a part hereof.

