

SERVICE LEVEL AGREEMENT

This **SERVICE LEVEL AGREEMENT** ("Agreement") is made and entered into on the commencement date of service (notated by payment, work completed and/or dated notes via the support system, e-mail, voicemail or snail mail) by and between the end-user (hereinafter referred to as "CONSUMER"), and The Swanagain Company, LLC a Georgia limited liability company ,d.b.a. Swanagain Live-Tech, SUPPLIER with offices at 191 Peachtree Street, Suite 3300, Atlanta, GA 30303 (hereinafter referred to as "SUPPLIER"), (each a "Party", and together "Parties").

WITNESSETH

WHEREAS, SUPPLIER is in the business of providing remote computer technical support services through on-line chat, over the telephone, remoting into an end user's computer, and with on-site support; and

WHEREAS, CONSUMER desires to engage SUPPLIER to provide computer technical support services to CONSUMER's (defined hereafter).

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Parties hereby agree as follows:

1) Definitions

- a) "Agreement" means this Agreement and all addenda, schedules and exhibits attached and made a part hereof.
- b) "Customers" means users, Members, and Clients of any Program or such other service marketed by CONSUMER that includes access to remote technical support services.
- c) "Services" means the services provided by SUPPLIER for CONSUMER pursuant to this Agreement generally consisting of remote technical support either over the telephone, via live chat and/or to "remote into" a Customer's computer as commonly understood in the remote technical support industry. The Services shall include, but are not limited to: (i) identifying and verifying a Customer's identity, service level entitlement, and the pricing for SKUs, if applicable, available to that Customer; (ii) entering Customer information into the Customer Interface as required; (iii) interviewing Customers with respect to technical challenges or services they need; (iv) as applicable, determining and offering for sale the SKUs and Upsells and Cross-sells that best fit a Customer's need; (v) informing or transferring Customers, who require onsite technical support, of or to the telephone number designated by SUPPLIER; and (vi) Providing remote technical support and resolving technical problems for CONSUMER; and (vii) remoting into a CONSUMER's computer as needed; and (vii) meeting the Service Level Requirements in Exhibit A.

2) Duties of SUPPLIER

- a) SUPPLIER will provide the Services for CONSUMER for items as listed in Exhibit B and executed according to the terms of this agreement.
- b) SUPPLIER will assume the role of Network Administrator as detailed in EXHIBIT C.

- c) SUPPLIER shall not: i) provide any Services to associates, team members or Customers of the CONSUMER who cannot be verified through the SUPPLIER's management system, or ii) provide any Services to associates or referrals who cannot be directly billed for all requested Services.
- d) As it relates to its Services and duties in this Agreement including, but not limited to, the Service Level Requirements, SUPPLIER shall handle all inquiries, complaints, disputes or comments submitted to SUPPLIER by CONSUMER or authorized and previously notated representatives.
- e) SUPPLIER and its technicians will perform all Services under this Agreement in a diligent and professional manner, consistent with the standard of skill and care exercised by the best professionals within SUPPLIER's industry on projects of comparable scope and complexity and in conformance with the requirements of this Agreement. SUPPLIER will ensure that all technicians can proficiently communicate in the English language in written and oral communication. SUPPLIER will devote such time, personnel and resources for the performance of its Services and duties under this Agreement and within mutually agreed timeframes.
- f) SUPPLIER will staff technicians as necessary, in order to meet Service Level Requirements.

3) Joint Duties

- a) Each Party will be responsible, at its sole expense, for all communications and expenses with internal and third parties which are necessary in order for it to perform its obligations under this Agreement and for any and all costs and activities associated with the administration and operation of its business.
- b) Each Party shall use commercially reasonable efforts to protect and secure all information provided to it by each party, or received as a result of this Agreement, and, in no event, shall either Party use a standard less rigorous than that used to protect the security of its own confidential information.
- c) The Parties agree that, during the Term of this Agreement, and for a period of one (1) year thereafter, neither Party will directly or indirectly: induce, or attempt to induce, any employee of the other Party to terminate his or her employment or hire away or attempt to hire away any employee of the other Party without written consent of other Party.

4) Duties of CONSUMER

- a) Provide a customer contact person who is familiar with the computing needs of and will be responsible for coordinating and communicating appropriate client needs as necessary.
- b) Communicate any software updates, installations, or changes to the SUPPLIER prior to any future work being completed.
- c) Work through all necessary steps with the SUPPLIER via phone, e-mail, or live chat in order to resolve an issue expeditiously.
- d) Always discuss any hardware or operating system purchases with SUPPLIER prior to acquisition so that necessary changes and adjustment to the network and process are completed in a timely manner.

5) Compensation

a) CONSUMER agrees to pay SUPPLIER the agreed upon regularly scheduled amount for services rendered. Any additional services above and beyond the agreed upon terms must have prior approval from an authorized representative of the CONSUMER. SUPPLIER will not be responsible for any charges that have not been approved in writing.

Payment for variable and non-variable fees shall follow the payment schedule as provided below:

PAYMENT SCHEDULE

NON-VARIABLE FEES

Date	Detail	Action
1 st of the month	Payment for service is due.	
2 nd of the month	Payment for service is late.	All discounts are cancelled for the outstanding payment(s)
3 rd of the month		48 hour disconnect notice issued.
5 th of the month	Services may be interrupted starting at 5pm EST.	

VARIABLE FEES

Date	Detail	Action
1st of the month	Previous month's variable invoice is delivered.	
2nd weeks of the month	Discussion of variable invoice (as needed)	
21 th of the month	Variable invoice payment is due.	TBD

b) **Credit Authorization** CONSUMER hereby authorizes SUPPLIER and gives consent to SUPPLIER under applicable privacy laws for SUPPLIER to obtain credit information, bank and other financial references regarding CONSUMER for the purposes of assessing CONSUMER' credit worthiness, and CONSUMER will promptly execute and deliver to SUPPLIER such further documents and assurances and take such further actions as SUPPLIER may from time to time reasonably request in order to carry out the intent and purpose of this Section.

c) **Late payment** Service may be interrupted on past due accounts after a 48 hour notification. Service interrupted for nonpayment is subject to a \$15 reconnect charge for each service or 10% of the total amount due. Accounts that are not collectible by SUPPLIER may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this agreement.

d) CONSUMER will pay SUPPLIER the recurring monthly fees as well as any charges for other services rendered outside of the scope of this agreement. CONSUMER will pay all applicable taxes levied against or upon the services stipulated (as amended by the parties from time to time) or otherwise provided by SUPPLIER under this Agreement. The contractual monthly payments are due based on the schedule set in this agreement. Accounts that are not paid 30 days after due date may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company "Processing and Collection" Fee. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this agreement. Bounced checks are subject to penalty fees of \$75.00USD.

6) Trademarks

SUPPLIER grants CONSUMER in connection with its duties under this Agreement a non-exclusive, revocable, worldwide, royalty free limited license to use its name, logo and other trademarks ("Trademarks") for the purpose of managing and marketing CONSUMER Programs to existing and potential Customers. CONSUMER's use of SUPPLIER Trademarks shall be in accordance with applicable trademark law and the policies specified by the other regarding advertising and trademark usage as established and amended from time to time. SUPPLIER Trademarks are and will remain the sole property of SUPPLIER and CONSUMER agrees not to do anything inconsistent with that ownership or to contest ownership of such Trademarks. Use of the SUPPLIER trademarks will be provided to the supplier within 30 days of use. All use of SUPPLIER Trademarks by CONSUMER will inure to the benefit of and be on behalf of SUPPLIER. All CONSUMER Trademarks are and will remain sole property of CONSUMER.

7) Confidentiality

a) Confidential Information shall be subject to the foregoing restrictions if (a) it is in writing or other tangible form and clearly marked as proprietary or confidential, or (b) it is stated to be proprietary or confidential when verbally disclosed, or (c) given the nature of the Confidential Information and the circumstances surrounding its disclosure, a reasonable party would recognize such Confidential Information to be proprietary and confidential, or (d) it is information contained in or relating to the provisions of this Agreement.

b) The Party receiving a disclosing Party's Confidential Information shall protect the Confidential Information by using at least the same degree of care that the Party uses to prevent the unauthorized use, dissemination, or publication of its own Confidential Information, which shall under no circumstances, be less than a reasonable degree of care.

c) No license under any trademark, patent, copyright, trade secret or other intellectual property right is either granted or implied by disclosure of the Confidential Information to the receiving Party, except as specifically provided elsewhere in this Agreement.

d) It is specifically agreed that all obligations imposed under the provisions of this section on a Party that receives Confidential Information shall survive the termination or expiration of this Agreement, for a period of two (2) years thereon.

8) Warranties and Representations

a) Each Party hereby represents and warrants to the other Party:

- i) Its services do and will comply with all applicable federal, state and local laws and regulations.
- ii) It has obtained and will maintain all necessary licenses required to provide the services and operate the business activities contemplated under this Agreement and has filed all necessary documents with the appropriate Federal, state, local or other governmental entity where required by law or government regulations.
- iii) Its services do not and will not infringe or encroach upon any third parties' personal, contractual or proprietary rights including patents, trademarks, trade names, copyrights or rights of privacy nor do they constitute any form of unfair competition.
- iv) It has full authority, whether by contract or otherwise, to enter into this Agreement and to perform its obligations hereunder and that in entering into this Agreement and performing its obligations, it will not be in breach of any agreement or obligation to any third party.
- v) the Service Level Requirements are fair and reasonable.

b) SUPPLIER additionally represents and warrants to CONSUMER that:

- i) it is sufficiently experienced, properly qualified, equipped, organized, and financed to perform its Services in compliance with the terms of this Agreement, and
- ii) it and its technicians will use best efforts to minimize the total time used to resolve technical support issues while utilizing the best practices to resolve the matter effectively and efficiently.

9) Indemnification & Liability

- a) Each Party agrees to indemnify and defend the other and, its members, managers, officers, employees, and assigns harmless from any and all liability, loss, damage, expense, cause of action, suits, claims and judgments arising out of, events, actions, or inactions during the Term, sustained or incurred by the other as a result of (i) its material breach of any covenant, representation, or warranty in this Agreement, (ii) any negligent acts, omissions or misrepresentations by any officer, director, employee or authorized agent in connection with the performance of its duties under this Agreement, and (iii) any negligent, tortious or unlawful conduct of any of its officers, directors, employees or authorized agents in connection with the performance of its duties under this Agreement. This indemnity shall include, but not be limited to, all expenses of litigation, including expert witness fees, court costs and reasonable attorney's fees. This indemnification shall survive for a period of three (3) years following the termination of this Agreement.
- b) Promptly after receipt by it or the other Party of notice of the commencement of any action or claim for which indemnification is provided for under this Agreement, the indemnifying Party shall notify the indemnified Party of the commencement thereof or, as the case may be, the indemnified Party shall notify the indemnifying Party. The indemnifying Party shall have the right to assume and control the defense, including the selection of counsel, provided that no settlement may be made which results in restrictions or obligations on the part of an indemnified Party without the written consent of the indemnified Party.
- c) Neither Party shall under any circumstances be liable to the other Party for consequential, incidental, indirect, special or punitive or other such damages. Excepting the indemnifications provided for above, neither Party shall be liable to the other Party for an amount exceeding the greater of as follows: i) One Hundred Twenty Thousand Dollars (\$120,000.00), or ii) the total fees paid to SUPPLIER in the preceding twelve (12) month period.

10) Insurance

Under no circumstances will SUPPLIER become obligated to provide insurance coverage for any Equipment or data owned by CONSUMER.

11) Term and Termination

a) This Agreement shall be in full force and effect for a term of **one (1)** month from the Effective Date (the "Term"). This Agreement shall automatically renew for additional one (1) month terms unless either Party provides the other Party three (3) days advance written notice prior to the expiration of the then current Term of its intent not to renew.

b) Either Party shall have the right to immediately terminate this Agreement by written notice to the other Party upon the occurrence of any of the following i) the other Party materially breaches any of its obligations hereunder and fails to cure such breach within seven (7) days following notice from the terminating Party specifying the nature of such breach (such termination shall be in addition to any other rights or remedies the Party terminating this Agreement may have hereunder, in law or in equity), ii) the other Party becomes insolvent or seeks relief (voluntary or involuntary) under any provision of any federal or state bankruptcy or insolvency laws and fails to resolve such insolvency or relief proceeding within thirty (30) days, iii) any event subject to Section 15h occurs which prevents or is likely to prevent a Party from substantially performing its responsibilities hereunder for a period of seven (30) days or more.

c) In addition to the rights of termination set forth above, CONSUMER may terminate the Agreement for convenience at any time upon seven (7) days written notice to SUPPLIER, and SUPPLIER may terminate the Agreement for convenience at any time upon seven (7) days written notice to CONSUMER.

12) Audit & Inspection

Either Party shall, once in a year, have the right, during normal business hours and with reasonable advance, written notice to the other Party, to inspect and audit the books, records and every other aspect of the other Party's operation as they relate to the subject matter of this Agreement. Such right shall continue for one year following termination of this Agreement, and all costs and expenses related with such audit shall be borne by the inspecting Party.

13) Notices

All notices and other communications required or permitted under this Agreement shall be in writing. They shall be sent by certified mail return receipt, delivered by hand or sent by a nationally recognized overnight carrier addressed as set forth below, or to such other address or facsimile number as either Party may later specify by written notice to the other Party.

The Swanagain Company
191 Peachtree Street
Suite 3300
Atlanta, GA 30303

14) Disputes.

Any action to enforce or interpret this Agreement (“Action”) shall be brought and maintained exclusively in the Superior Court of the State of Georgia, Atlanta, Georgia. The Parties irrevocably submit to the jurisdiction of said court and waive all objections thereto and the right to remove such action to a Federal District Court. If litigation is commenced to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and all costs, in addition to all other items of recovery permitted by law. Notwithstanding anything to the contrary in this Agreement, each Party agrees that in the event of or during any Action, it shall continue to perform its obligations as required under this Agreement in good faith. Both Parties acknowledge that the terms of this Section 14 are a material inducement for the other Party to enter into the Agreement and a breach of this Section 14 would give rise to irreparable injury that may be inadequately compensable by the award of monetary damages. In addition to all other remedies available at law or in equity, each Party will be entitled to seek specific performance and injunctive relief against the breach or threatened breach by the other Party of this Section 14.

15) Miscellaneous

a) No modification of the terms of this Agreement shall be valid unless in writing and signed by the Parties hereto. Wherever this Agreement requires the further agreement of the Parties or the consent or approval of one Party as to any thing or matter, such agreement, consent or approval shall be in writing and signed by the Party whose agreement, consent or approval is required.

b) No assignment of the Agreement shall be effective without the written consent of the other Party hereto, which consent shall not be unreasonably refused. Notwithstanding the foregoing, either Party may assign this Agreement, without obtaining such consent to an affiliate, subsidiary or parent company. In addition, either Party may assign this Agreement to any third-party resulting from the merger or consolidation of the assigning Party with such third-party, or to any person or entity that acquires substantially all of the stock, membership interests or assets of the Party as a going concern of the business that is being conducted by the assigning Party. In the event of a merger or sale of all or substantially all of either Party’s stock, membership interests or assets, this Agreement (including all rights and obligations) shall remain in full force and effect and be binding upon and inure to the benefit of respective permitted transferees, successors and assigns.

c) The terms and conditions of this Agreement are confidential, and without the written consent of the other, neither Party shall disclose or cause to be disclosed, either directly or indirectly, the details of this Agreement to any third party for any reason unless compelled or ordered to do so pursuant to a court order, subpoena or other legal requirement. Notwithstanding the foregoing, provided the requirements applicable to Confidential Information in Section 7 are followed, either Party may disclose the terms and conditions of this Agreement, to the extent necessary, to any affiliate, employee, officer, director, agent, consultant, Client or contractor in connection with its performance of its duties under this Agreement.

d) The relationship between the Parties hereunder shall be that of independent contractors and nothing herein shall be construed as constituting the Parties’ relationship as a partnership, franchise or joint venture or agency.

e) The failure of either Party to insist on strict compliance with any of the terms, provisions or conditions of this Agreement shall not constitute a waiver of such terms, provisions or conditions.

- f) Upon termination of this Agreement, all rights and obligations of the Parties shall cease except for those rights and obligations including Section 5 of this Agreement, which are specified herein to survive termination and those rights and obligations which by their nature and context survive termination.
- g) Wherever the context may require, the singular form of nouns or pronouns shall include the plural and vice versa.
- h) Absent its fault or negligence, neither Party shall be responsible or liable for any failure to fulfill its obligations nor any delay in performance under this Agreement caused by any "act of God" or other cause(s) beyond its reasonable control.
- i) This Agreement shall be construed in all respects under the laws of the United State of Georgia and shall not be construed in favor of or against either Party as a result of drafting origin.
- j) Every term, condition or provision of this Agreement is severable from others. If a court or an arbitrator of competent jurisdiction holds any term, condition or provision of this Agreement to be invalid, unenforceable or illegal in whole or in part for any reason, the validity and enforceability of the remaining terms, conditions or provisions, or portions of them, will not be affected.
- k) This Agreement may be executed in any number of counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or email (PDF) transmission of this Agreement bearing a Party's signature shall be legal and binding on such Party agreement to terms.

EXHIBIT A

Service Level Requirements

- 1) All SUPPLIER calls with CONSUMER may be voice-recorded and stored by SUPPLIER for a minimum of 30 days. SUPPLIER will be responsible for the cost of storing recorded calls.
- 2) Technicians shall not, under any circumstances, access parts of or files in a CONSUMER's computer system or network that are not directly relevant to the CONSUMER's then current technology request.
- 3) Remote technical support shall be available to CONSUMER during the hours set and agreed upon in this agreement. Such support shall include what is commonly understood in the industry as Level 1 and Level 2, broad-based, remote technical support for both PCs and Macintosh computers as more fully defined in Exhibit B.
- 4) SUPPLIER and its technicians shall handle all communications with CONSUMER in a professional and courteous manner with the time-effective, best resolution of problems being a primary goal. SUPPLIER shall ensure that none of its technicians use profane or obscene language when interacting with Customers or Clients.
- 5) Except as otherwise specified in the Agreement, SUPPLIER shall use commercially reasonable efforts to return all phone calls or emails from CONSUMER's designated representatives within two (2) business days.
- 6) If notified by CONSUMER of an unhappy or unsatisfied experience by telephone or email, SUPPLIER shall have a technician or service manager contact the related Customer within one hour of receipt of such notice during business hours.
- 7) Assistance is available for registered computers and peripherals in the following categories:
 - Install Hardware
 - Install and configure the operating system, network software, backup software, basic office applications (for example, email, browser, and Microsoft Office), and other commonly used applications (for example, Adobe Products). Install hardware and software upgrades.
 - Configure network connectivity, including email, printers and file sharing.
 - Secure against viruses, worms, and hackers or recover from a compromise.
 - Debug problems and provide user consulting for the software categories listed above.
 - Optimize the system (for example, defragment disk).
 - Give advice for hardware/software purchases and improvements to meet needs (for example, printer options).
 - Assist with cleanup and recovery from a security compromise.
 - Troubleshoot problems that make the computer unusable, such as frequent crashes and freezes.

Requesting Service

To request services provided under this Service Level Agreement, customers should use the Swanagain Live-Tech desktop icon which provides Live Chat, E-mail and Phone Support information. In cases where this icon is not operational, customers may call the help line at 800.959.4729 x4357.

E-mail Assistance: awesome.it@swanagain.com | help@awesomeitsupport.com

Helpline: 800.959.4729 xHELP (4357) | Fax: 800.959.4729

Responsibilities:

- Customers should always request service first using the desktop icon and subsequently via the information above when that option is not available. Helpdesk icon is available for PC's at <http://www.swanagain.com/getstarted/>
- Requests for service by fax should include the following information:
- The name, e-mail address and phone number of the person needing assistance.
- The exact error message, if any, that appeared on the user's screen.
- What the user did immediately prior to the occurrence of the problem.
- Information regarding any application or programs that may have been installed recently, or any changes made by non-SUPPLIER associated team members.
- Proper priority and labeling of the situations priority.

Procedures

- SUPPLIER will be available during regular working hours (0900 EST – 2000 EST) on normal workdays excluding weekends, scheduled holidays and recess days. Annual availability calendars will be made available upon request
- SUPPLIER has around the clock access to most systems to ensure operability. Availability of resources after-hours decreases and the amount of time for response times increase outside of core business hours.
- Desktop Support has a maintenance window every Sunday morning from 8am – 12pm for scheduled maintenance and repair. You can expect that your service may be interrupted during this period.
- In the event of a significant service failure such as a hardware or software issue, SUPPLIER will provide our best effort to get all systems operational in a reasonable amount of time. Time to get all systems back online may depend on a number of outside sources that may delay the repair of the system. The sources may include hardware vendors, software vendors, and other organizations. We will provide regular communications as to the status of the repair work.

Service Expectations

Service expectations are the expected response intervals from time of support request/incident until resolution.

- Desktop support
 - o Office hours—response within approximately (1) hour of notification
 - o Onsite—response within approximately (4) hours of assessment

EXHIBIT B

Technician Support		
Level 1	Level 2	Topic
Y	Y	Troubleshooting
Y	Y	Virus Diagnosis / Resolution
Y	Y	Spy-Ware Diagnosis / Resolution
Y	Y	Hardware Failure Diagnosis
Y	Y	Software Failure Diagnosis
Y	Y	System/Error Message Diagnosis / Resolution
Y	Y	System Optimization
Y	Y	Small Network Diagnosis / Resolution
Y	Y	Wireless Diagnosis / Resolution
Y	Y	Driver Diagnosis / Resolution
Y	Y	Installation Support
Y	Y	Operating Systems
Y	Y	Windows® Operating Systems (non-server)
Y	Y	Macintosh® Operating System (non-server)
NO	Y	Windows® Server Operating Systems (NT and higher)
NO	Y	Macintosh® Operating System (non-server)
NO	NO	Macintosh® Server Operating Systems (X and higher)
Y	Y	iPods & Mp3 players
Y	Y	Hardware
Y	Y	CPU / Desktop
Y	Y	Monitors
Y	Y	Blackberry & other PDAs
Y	Y	Printers
Y	Y	Digital Camera & Photography
Y	Y	Scanners
Y	Y	Modems
Y	Y	Small Network Routers
Y	Y	USB
Y	Y	Standard Peripherals
NO	Y	Business Class Network Systems (50 nodes or less)
Y	Y	Software
Y	Y	Microsoft® Office (97 and higher)
Y	Y	Corel® Office (10 and higher)
Y	Y	QuickBooks Pro® (2000 and higher)
Y	Y	Internet Explorer® (5 and higher)
Y	Y	Firefox (5 and higher)
Y	Y	5.0 & higher for McAfee ISS, TOPS, VirusScan, & VirusScan Plus
Y	Y	Safari
Y	Y	Google Chrome
Y	Y	Netscape® (7 and higher)
Y	Y	Norton® Antivirus (2002 and higher)

Y	Y	Symantec® System Works
Y	Y	5.0 & higher Adobe Acrobat, Photoshop, & Reader
Y	Y	Real Player
Y	Y	Winamp
Y	Y	Lotus SmartSuite
Y	Y	Windows Media Player
Y	Y	Microsoft Project
Y	Y	Star Office
Y	Y	Microsoft Money
Y	Y	Simply Accounting
Y	Y	AVG Anti-Virus
Y	Y	WinZip
Y	Y	Dr Solomon's
Y	Y	First Aid
Y	Y	PartitionMagic
Y	Y	AIM
Y	Y	ASP
Y	Y	cc:Mail
Y	Y	Hotmail
Y	Y	ICQ
Y	Y	IIS
Y	Y	Internet Phone
Y	Y	Major Yahoo applications (Mail, Messenger, etc.)
Y	Y	Major Google based applications (e.g. Gmail, Google docs, etc.)
Y	Y	Major AOL based applications (e.g. mail, AIM, etc.)
Y	Y	NetMeeting
Y	Y	Basic VoIP Hardware & Software issues
Y	Y	Telnet
Y	Y	FTP
Y	Y	MS Instant Messenger
Y	Y	Eudora
Y	Y	Ad-Aware
Y	Y	Zone Alarm
Y	Y	Remote Data Backup & CONSUMER's designated remote data backup software
Y	Y	CD/CDR/CDW/DVD
Y	Y	Such other technologies (Hardware, Software, & Applications) that achieve over 5% adoption by consumers in the United States

Please note that items not on the list are generally not covered. Please contact the support team at billing@swanagain.com with any questions about whether a desired service is covered. You may separately contract with The Swanagain Company to cover projects and problems outside of this policy on a time and materials cost basis.

EXHIBIT C

Network Administrator

Responsible for the maintenance of computer hardware and software that comprises the CONSUMER's computer network. This includes the deployment, configuration, maintenance and monitoring of active network equipment.

The Network Administrator will concentrate on the overall health of the network, server deployment, security, ensuring network connectivity throughout a company's LAN/WAN infrastructure, and all other technical considerations at the network level of an organization's technical hierarchy.

The role of the Network Administrator will include activities and tasks such as network address assignment, assignment of routing protocols and routing table configuration as well as configuration of authentication and authorization – directory services. It often includes maintenance of network facilities individual machines, such as drivers and settings of personal computers as well as printers and such. It sometimes also includes maintenance of certain network servers: file servers, VPN gateways, intrusion detection systems, etc.

The Administrator is responsible for the security of the network and for assigning IP addresses to the devices connected to the networks. Assigning IP addresses gives the subnet administrator some control over the professional who connects to the subnet. It also helps to ensure that the administrator knows each system that is connected and who personally is responsible for the system.

No other vendor or consultant should interfere with the network for the duration of the partnership without approval from the Network Administrator. Any changes made to the infrastructure without consent or approval of the Network Administrator that requires follow-up work is a billable expense. This ensures that we retain full knowledge and a thorough understanding of all nodes of connectivity in the CONSUMER's network.