

# *QuoteWerks*<sup>®</sup>

## Multi-Site Cisco Switch Upgrade

### Prepared For

Aspire Technologies, Inc.

Brian Laufer

### Document Number

216Q1299



Thursday, April 5, 2018

Aspire Technologies, Inc.  
Brian Laufer  
7680 Universal Blvd  
Suite 360  
Orlando, FL 32819  
United States

Dear Brian,

Here is the quote you requested. This covers installs for both of your sites and recurring monitoring.

Best Regards,

Administrator C Boss  
*Test Licensee Company Info*  
*sales@quotewerks.com*  
*407-555-1212*



|                |                 |
|----------------|-----------------|
| <b>QUOTE #</b> | <b>216Q1299</b> |
| <b>DATE</b>    | <b>4/5/2018</b> |

**Prepared For:**

**Brian Laufer**  
**Aspire Technologies, Inc.**  
**7680 Universal Blvd**  
**Suite 360**  
**Orlando, FL 32819**  
**P: (407) 248-1481**  
**E: brian@quotewerks.com**

**Prepared By:**





**Administrator C Boss**  
**Title of Boss**  
**123 Any Street**  
**Suite Address 2**  
**Orlando, FL 32819**  
**P: 407-555-1212 x123**  
**E: sales@quotewerks.com**


| <b>PO Number</b> | <b>Payment Terms</b> | <b>Valid Through</b> |
|------------------|----------------------|----------------------|
| <b>POABC123</b>  | <b>Net 30 days</b>   | <b>Apr 5, 2019</b>   |


**Notes:**



Here is the quote you requested. This covers installs for both of your sites and recurring monitoring.


| <b>Site 1</b>  | <b>Unit Price</b>  | <b>Qty</b> | <b>Ext. Price</b>  |
|--|--------------------|------------|--------------------|
| <b>Hardware</b>  |                    |            |                    |
| <p><b>Cisco Catalyst WS-C4500X-24X Layer 3 Switch - Refurbished - Manageable - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty</b></p>  <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p> | <b>\$10,660.10</b> | <b>1</b>   | <b>\$10,660.10</b> |

|  | Unit Price  | Qty | Ext. Price  |
|--|-------------|-----|-------------|
| <p><b>Cisco Catalyst 4500-X 24 Port 10G IP Base - Manageable - 2 Layer Supported - Rack-mountable - Lifetime Limited Warranty</b></p>  <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p>                | \$14,227.69 | 1   | \$14,227.69 |
| <p><b>Cisco Catalyst 4500-X Ethernet Switch - Manageable - Modular - 2 Layer Supported - Rack-mountable, Desktop - Lifetime Limited Warranty</b></p>  <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p> | \$19,918.76 | 1   | \$19,918.76 |
| <b>Software</b>  |             |     |             |
| <p><b>Cisco IOS - AISK9-AESK9 FEAT SET FACTORY UPG 12.4(22)T - Product Upgrade Package - Firmware</b></p>  <p><i>Cisco IOS Software Release 12.4T integrates a portfolio of new capabilities, including security, voice, and wireless, with powerful hardware support to deliver advanced services for Enterprise and access customers. Release 12.4(22)T, the latest release of the 12.4T family, delivers QoS support for IPSec tunnels, Trusted Relay Point (TRP) IOS firewall security for unified communications, flexible NetFlow enhancements, and support for the Cisco 880 SRST and 880G Integrated Services Routers.</i></p>  | \$750.00    | 1   | \$750.00    |
| <p><b>Cisco IOS - SPSK9-IPV FEAT SET FACTORY UPG v.12.4(24)T - Product Upgrade Package - Firmware</b></p>  <p><i>Cisco IOS Software Release 12.4T integrates a portfolio of new capabilities, including security, voice, and IP services, with powerful hardware support to deliver advanced services for enterprise and access customers. Release 12.4(24)T, the latest release of the 12.4T family, adds Cisco IOS BGP Support for 4-byte Autonomous System Numbers (ASN), Application-Based Routing for Mobile Router (MR) Multi-Path Support, Web Services Management Agent (WSMA) for advanced embedded capabilities to provision, manage, configure and adapt Cisco devices, Smart Call Home Support for the Cisco 7200 Series Router, and Cisco Unified Communications Manager Express and Cisco Unified SRST 7.1 enhancements.</i></p>  | \$875.00    | 1   | \$875.00    |

|   | Unit Price | Qty | Ext. Price   |
|---|------------|-----|--|
| <b>Cisco IOS - ENTERPRISE SERVICES W/O CRYPTO v.12.4(18) - Complete Product - Firmware</b><br> <p><i>Cisco IOS Software is the world's leading network infrastructure software, delivering a seamless integration of technology innovation, business-critical services, and hardware support. Currently operating on millions of active systems, ranging from the small home office router to the core systems of the world's largest service provider networks, Cisco IOS Software is the most widely leveraged network infrastructure software in the world.</i></p> <p><i>One of the most significant delivery milestones for Cisco IOS Software is the introduction of a new major release, which ships once every two years, delivers hundreds of advanced capabilities, and aggregates multiple prior releases into a synergistic whole.</i></p> | \$5,448.89 | 1   | \$5,448.89   |
| <b>Services</b>   |            |     |  |
| <b>Installation Charge</b>  | \$300.00   | 1   | \$300.00   |
| <b>Upgrades &amp; Support</b>   | \$599.25   | 1   | \$599.25   |
| <b>Monthly Monitoring Service</b>   | \$230.00   | 1   | \$230.00<br><i>(First Monthly Payment)<br/>\$230.00 billed Monthly</i> |
| <b>Site 1 Subtotal</b>  |            |     | <b>\$53,009.69</b>   |

| Site 2   | Unit Price  | Qty | Ext. Price  |
|--|-------------|-----|-------------|
| <b>Hardware</b>  |             |     |             |
| <b>Cisco Catalyst WS-C4500X-24X Layer 3 Switch - Refurbished - Manageable - 3 Layer Supported - 1U High - Rack-mountable, Desktop - Lifetime Limited Warranty</b><br> <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p> | \$10,660.10 | 1   | \$10,660.10 |

|  | Unit Price  | Qty | Ext. Price  |
|--|-------------|-----|-------------|
| <p><b>Cisco Catalyst 4500-X 24 Port 10G IP Base - Manageable - 2 Layer Supported - Rack-mountable - Lifetime Limited Warranty</b></p>  <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p>                | \$14,227.69 | 1   | \$14,227.69 |
| <p><b>Cisco Catalyst 4500-X Ethernet Switch - Manageable - Modular - 2 Layer Supported - Rack-mountable, Desktop - Lifetime Limited Warranty</b></p>  <p><i>Cisco Catalyst 4500-X Series provides scalable, fixed-campus aggregation solutions in space-constrained environments. The solution provides flexibility to build desired port density through two versions of base switches along with optional uplink module. Both the 32- and 16-port versions can be configured with optional network modules and offer similar features. The Small Form-Factor Pluggable Plus (SFP+) interface supports both 10 Gigabit Ethernet and 1 Gigabit Ethernet ports, allowing customers to use their investment in 1 Gigabit Ethernet SFP and upgrade to 10 Gigabit Ethernet when business demands change, without having to do a comprehensive upgrade of the existing deployment. The uplink module is hot swappable.</i></p> | \$19,918.76 | 1   | \$19,918.76 |
| <b>Software</b>  |             |     |             |
| <p><b>Cisco IOS - AISK9-AESK9 FEAT SET FACTORY UPG 12.4(22)T - Product Upgrade Package - Firmware</b></p>  <p><i>Cisco IOS Software Release 12.4T integrates a portfolio of new capabilities, including security, voice, and wireless, with powerful hardware support to deliver advanced services for Enterprise and access customers.</i></p> <p><i>Release 12.4(22)T, the latest release of the 12.4T family, delivers QoS support for IPSec tunnels, Trusted Relay Point (TRP) IOS firewall security for unified communications, flexible NetFlow enhancements, and support for the Cisco 880 SRST and 880G Integrated Services Routers.</i></p>  | \$750.00    | 1   | \$750.00    |
| <p><b>Cisco IOS - SPSK9-IPV FEAT SET FACTORY UPG v.12.4(24)T - Product Upgrade Package - Firmware</b></p>  <p><i>Cisco IOS Software Release 12.4T integrates a portfolio of new capabilities, including security, voice, and IP services, with powerful hardware support to deliver advanced services for enterprise and access customers.</i></p> <p><i>Release 12.4(24)T, the latest release of the 12.4T family, adds Cisco IOS BGP Support for 4-byte Autonomous System Numbers (ASN), Application-Based Routing for Mobile Router (MR) Multi-Path Support, Web Services Management Agent (WSMA) for advanced embedded capabilities to provision, manage, configure and adapt Cisco devices, Smart Call Home Support for the Cisco 7200 Series Router, and Cisco Unified Communications Manager Express and Cisco Unified SRST 7.1 enhancements.</i></p>  | \$875.00    | 1   | \$875.00    |

|   | Unit Price | Qty | Ext. Price   |
|---|------------|-----|--|
| <b>Cisco IOS - ENTERPRISE SERVICES W/O CRYPTO v.12.4(18) - Complete Product - Firmware</b><br> <p><i>Cisco IOS Software is the world's leading network infrastructure software, delivering a seamless integration of technology innovation, business-critical services, and hardware support. Currently operating on millions of active systems, ranging from the small home office router to the core systems of the world's largest service provider networks, Cisco IOS Software is the most widely leveraged network infrastructure software in the world.</i></p> <p><i>One of the most significant delivery milestones for Cisco IOS Software is the introduction of a new major release, which ships once every two years, delivers hundreds of advanced capabilities, and aggregates multiple prior releases into a synergistic whole.</i></p> | \$5,448.89 | 1   | \$5,448.89   |
| <b>Services</b>   |            |     |  |
| Installation Charge   | \$300.00   | 1   | \$300.00   |
| Upgrades & Support  | \$599.25   | 1   | \$599.25   |
| Monthly Monitoring Service  | \$230.00   | 1   | \$230.00<br><i>(First Monthly Payment)<br/>\$230.00 billed Monthly</i> |
| <b>Site 2 Subtotal</b>  |            |     | <b>\$53,009.69</b>   |

Recurring Amounts:  
\$494.50 Billed Monthly

|                    |                     |
|--------------------|---------------------|
| Solution Subtotal  | \$106,019.38        |
| Sales Tax          | \$7,906.45          |
| Shipping           | \$0.00              |
| <b>Grand Total</b> | <b>\$113,925.83</b> |

**Notes:**

Please contact me if I can be of further assistance, if you have any questions, or if there are any changes.

To accept this quotation, sign here and return: \_\_\_\_\_

**Thank You For Your Business!**

Prepared For **Aspire Technologies, Inc.**  
**Brian Laufer**

Prepared By **Administrator C Boss**  
407-555-1212 ext 123  
sales@quotewerks.com

|                 |             |
|-----------------|-------------|
| Site 1 Subtotal | \$53,009.69 |
| Site 2 Subtotal | \$53,009.69 |

| Solution Totals |                     |
|-----------------|---------------------|
| Subtotal        | \$106,019.38        |
| Shipping        | \$0.00              |
| Tax             | \$7,906.45          |
| <b>Total</b>    | <b>\$113,925.83</b> |

| Recurring Billing Totals |          |
|--------------------------|----------|
| Billed Monthly:          | \$460.00 |



# Support Services Agreement

This Agreement is by and between Test Licensee Company Info, 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 15<sup>th</sup> 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](http://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 by 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:

Test Licensee Company Info

123 Address 1, Suite Address 2, Box Address 3, 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 USER'S 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

Aspire Technologies, Inc.  
7680 Universal Blvd  
Suite 360  
Orlando, FL 32819  
United States

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

### MSP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date