

Computer and Network Systems Service Level Agreement (SLA)

AGREEMENT

Clover Services, Inc. shall provide to Client, support which includes, but is not limited to the following:

This Agreement is for onsite and remote Support services provided for the offices, or building of Client.

1. This Agreement may be used toward residential computer and network support for Client staff and family, providing the work is approved by Client and requested as part of the Client extended user network.
 - 1.1 Troubleshooting of reported computer or network problems
 - 1.2 Installing and configuring computer operating systems, application software
 - 1.3 Remote support
 - 1.4 User access addition(s)/removal(s)
 - 1.5 Office automation and technology integration, long-term planning, technology consultation
 - 1.6 Computer network asset documentation and acquisition services
 - 1.7 Practice Management Software customizations and interface/file structure design
 - 1.8 Computer, Server and Network security services, network optimization services
2. Additional Support services including, but is not limited to the following may be contracted by client and will be quoted and billed separately:
 - 2.1 Structured Wiring and network physical infrastructure
 - 2.2 Phone Service
 - 2.3 Network Design and Planning
 - 2.4 Installation and troubleshooting services

This Agreement includes descriptions of types of Support and the applicable rate structures. New services, and some specific services not explicitly described here may be priced separately than rates described herein. Services requiring their own rate structure will be defined and approved of by Client prior to commencing.

PAYMENTS

1. Payments by Client to Clover Services, Inc., shall be made within 15 days of invoice and Client shall pay by either check or credit card.
2. A \$35.00 late fee is added to all late payments.
3. Clover Services, Inc., support professionals do not accept payments.
4. If mailed payments are required, payments shall be mailed to the address on the invoice:
Clover Services, Inc., 2923 S. Tryon Street, Suite 240, Charlotte, NC 28203.

BILLING

1. Billable time begins upon arrival at location or upon the beginning of telephone, Email, Remote administration support session.
2. Invoices are sent via Email with one or more of the following options applied by Clover Services, Inc.
3. After 15 days of receiving an invoice, amounts due are automatically charged against your Credit Card on file. All billing disputes must be made within 15 days prior to invoice due date via Email using customerservice@cloverservices.com.

EARLY TERMINATION

Early Termination Charge. If Customer terminates this agreement, in whole or in part, prior to the end of the then current term, in addition to any other damages or liability of Customer resulting from such termination, Customer must pay a lump sum Early Termination charge as follows:

1. 100% of all remaining months of Agreement; and
2. 100% of any invoices or charges that have been paid by Clover Services, Inc. on Customer's behalf.

SUPPORT REQUESTS & TIME

1. Requesting Support and Scheduled Appointment
 - 1.1. All Clients will have a Client web portal which is accessed via a username and password.
 - a. Only personnel that the Client specifies can request support. As many authorized users may be added as the Client needs. Here you may enter new support requests, track your open tickets, add information to tickets, see who your ticket is assigned to, the method of support provided – be it on-site or remote, and the estimated completion date. Here you may search the interactive knowledgebase of the most common IT issues at your site, so end-users can try to remedy easily solved previous events.
 2. After Business Hours Support, Weekend Support, and Time Commitments
 - a. Unscheduled support provided after Standard Support hours and/or weekends is billable as outline in the Client Appendix and must be pre-approved by the customer.
 3. Time
 - a. It is assumed that all time spent in dialogue with a customer experiencing an issue or seeking Technical questions of any kind via phone, Email or onsite, may be invoiced.

CONFIDENTIALITY, SECURITY, AND DATA INTEGRITY

Clover Services, Inc., may identify security risks, breaches, or other liabilities and make specific recommendations in writing for the resolution of these risks. Clover Services, Inc., cannot be held responsible for exploited security threats.

Clover Services, Inc., accepts no responsibility or liability for lost, missing, or corrupted data caused by viruses, worms, unauthorized user activity (hacking), and the like. From time to time, Clover Services, Inc., may identify specific threats and may recommend and undertake immediate action to protect Client networks without prior authorization. While this is rare, notice of this action will be given in the earliest reasonable time after the work occurred, including details of what the specific



issue was and why immediate action was necessary. Standard Support services given to intervene or remediate these issues are billable activities for which Client assumes responsibility.

In order to provide Support Services as described herein, Clover Services, Inc., technicians will necessarily be privy to and have access to sensitive Client firm data files and other sensitive information. Clover Services, Inc., agrees to take all reasonable measures to keep all files, client information, passwords, and any other proprietary client data secure and confidential. Clover Services, Inc. will not delete, remove, or alter client data files.

CLOVER SERVICES, INC. STAFFING

NON-COMPETE. During the period of time that the Customer employs services from Clover Services, Inc., and for a period of (1) year after the termination or cessation of such employment for any reason, (both periods of time, taken together, being referred to hereinafter as the "RESTRICTED PERIOD", the customer shall not, anywhere in the greater Charlotte market, directly, whether individually or as an officer, director, employee, consultant, partner, stockholder (other than as the holder of not more than one percent (1%) of a publicly held corporation), individual proprietor, joint venture, investor, lender, consultant or in any other capacity whatsoever, solicit, entice, approach, advance or offer a position for reimbursement of trade of products or services competitive with those developed, designed, produced, marketed, sold, or rendered by Clover Services, Inc., at any time during the Restricted Period.

NON-SOLICITATION. During the Service Period and the Restricted Period, the Customer shall not, directly, whether individually or as an officer, director, employee, consultant, partner, stockholder, individual proprietor, joint venture, investor, lender, consultant, or any other capacity whatsoever: (a) solicit, divert, or take away, or attempt to solicit, divert, or take away, or attempt to solicit, divert, or take away Clover Services, Inc. Staff or (b) hire, retain (including as a consultant) or encourage Clover Services, Inc., Staff to leave the employment of Clover Services, Inc., or hire or retain (including as a consultant) any former employee of the Company who has left the employment of the Company within one (1) year prior to such hiring or retention.

ACKNOWLEDGEMENT. The Customer agrees and acknowledges that their non-competition and non-solicitation obligations hereunder are essential to the protection of the Clover Services, Inc., business.

EQUITABLE REMEDIES. The parties hereto hereby agree that breaches of covenants and obligations undertaken in this Agreement are likely to cause Clover Services, Inc., substantial and irrevocable damage, which would be difficult, if not impossible, to prove precisely; therefore, it is agreed that this Agreement shall be enforceable by specific performance. If breach is found on behalf of the Customer, the Customer agrees to pay a 6 month average of previous IT labor invoices. This date is determined by the Clover Services, Inc., staff worker performing IT related services as defined in the Service Level Agreement for the Customer directly and thus circumventing Clover Services, Inc. services. If the Customer is less than 6 months old, 50% of the averaged IT labor generated to date shall be owed.

Litigated cases where the Customer is in Breach of the Agreement shall only be tried in Mecklenburg County, North Carolina regardless of where the Customer resides.

Rulings against the Customer require the Customer to pay all court and lawyer fees on behalf of Clover Services, Inc.

WARRANTY INFORMATION

Software and hardware warranties are as supplied from the respective manufacturers.

Clover Services, Inc. makes no implied or explicit warranties other than software and hardware will be installed correctly based upon manufacturer and/or industry standards.

Return visits or remote sessions initiated in response to warranty service requests may reveal an underlying cause was not due to any failure or error on the part of Clover Services, Inc. At that time, the return visit may become billable. If this is the case, Clover Services, Inc., will provide documentation explaining the root cause and why it is not a warranty issue.

Warranty support requests should be made in writing to managers@cloverservices.com and shall include the following:

- a) Statement of known issue.
- b) State how this issue is related to or appears caused by the prior work.
- c) Statement of intended outcome(s).

It is the desire of Clover Services, Inc., to provide superior service, however, computers and networks are complex systems with sometimes unpredictable interactions between various applications software and hardware configurations. Clover Services, Inc. will strive to explain clearly when these unanticipated interactions cause problems which are not specifically tied to warranted work.

WARRANTY EXCLUSIONS

1. Generic PC's assembled from off-the-shelf components (AKA "White Boxes") are not recommended by Clover Services, Inc.
2. Refurbished machines and machines that were previously owned.
3. Any PC's knowingly and intentionally operated by client without a pay licensed virus protection, or unlicensed and un-patched software.
4. As offsite IT administration; Clover Services, Inc., accepts no responsibility or liability for: lost, missing or corrupted data, viruses, worms, hacked systems, and similar items resulting in a mission critical situation or financial loss.
5. User error, user inability to run applications, hardware failure and help installing removing or using software.
6. Clover Services, Inc. reserves the right to decline any warranty including, but not limited to, other IT support provider's actions, such as: when the user/Client (or another administrator/3rd party) elects self-installation of software in a corporate setting without prior approval from Clover Services, Inc., this includes, but is not limited to: applications, Windows updates, other software updates and any hardware installation. Request for modification must be requested with approval granted via e-mail to support@cloverservices.com prior to any installations.

7. Clover Services, Inc. cannot warrant the outcome of work completed on 3rd party IP based (multifunction) printers.
8. Clover Services, Inc., does not service printer hardware of any kind.
9. Clover Services, Inc., does not service laptop hardware except for memory modules and hard drives.

GENERAL ITEMS

Clover Services, Inc. policy prohibits installation or support of any pirated or illegal copies of software. Client must be able to produce, on request, proof of ownership for all software with sufficient licenses for the number of users in the office. Original software disks indicating Client as the legal owner including proof of license shall be kept available, preferably in one central place to facilitate verification, software updates, and system reloads.

Sometimes Clover Services, Inc., may be required to contact a 3rd party for support (such as a hardware or software manufacturer). Clover Services, Inc., will bill the client up to 100% of any costs incurred for this 3rd party support.

The client is responsible for all drop shipments signed for and left at locations from all carriers. Please provide us with a main contact within your office if you would like to appoint a specific person for this activity.

Clover Services, Inc., recommends corporate grade systems, from manufacturers like Dell, Lenovo, HP and similar companies. Clover services, Inc. recommends that Client purchases all hardware through Clover Services, Inc., directly.

Clover Services, Inc., hardware support and repair services are limited in scope.

On Desktop PC's, Clover Services, Inc., generally only performs memory module upgrades.

Other hardware upgrades may be obtained from a 3rd party vendor.

Clover Services, Inc., does not service failed laptop hardware other than replacing hard drives or memory module upgrades.

Rates and terms are subject to change, as business conditions merit.

CLOVER SERVICES, INC., SUPPORT MINIMUM SYSTEM REQUIREMENTS

Minimum System Requirements are in place to protect clients from being billed for support equal to or more than the value of the actual equipment.

Clover Services, Inc., Minimum System Requirements – machines shall have \geq 2.2 GHz processors, machines shall be running one of the following Operating Systems Windows 7 and higher, and Windows Server 2008 and higher.



Clover Services, Inc., supports most other Microsoft applications and all 3rd party Windows-based applications.

NOTICES

All notices and major consulting requests in connection with this Agreement shall be made in writing to the address listed below, unless notified by fax or email.

To Clover Services, Inc.:
Clover Services, Inc.
2923 S. Tryon St.
Ste. 240
Charlotte, NC 28203

Telephone: 704-706-2100
Email: support@cloverservices.com

GOVERNING LAW

This agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina.