

1) Support:

Cyberian Technologies, LLC agrees to provide support as needed to maintain proper functioning of the Client Environment as identified in the Cyberian Technologies, LLC Coverage document.

2) Support Hours:

Support (On-site and Phone/Remote) will be performed during Cyberian Technologies, LLC' normal business hours (8a.m. through 6p.m., E.S.T., Monday through Friday not including National holidays). If services cannot be completed by the end of normal business hours, services will be resumed at the outset of the next business day, however, Client may request that service be continued beyond normal business hours without interruption. If Cyberian Technologies, LLC agrees to continue service, Client will pay Cyberian Technologies, LLC' then current hourly rate for non-business hour service.

3) On-site Support:

On-site support will be provided on a scheduled basis at the mutual convenience of Client and Cyberian Technologies, LLC. The need for On-site support will be determined by Cyberian Technologies, LLC and will be provided only after remote (Phone & Remote Access) solutions have been attempted and have proven ineffective in solving covered environment problems.

4) Travel:

Travel begins when an engineer leaves the Cyberian Technologies, LLC office and will be billed one way at Cyberian Technologies, LLC' then current rate plus expenses if an overnight stay is involved. If travel occurs after hours because of a scheduled event then travel may be billed both ways. Travel is always billed both ways for afterhours Cyberian Technologies, LLC events. Any expenses incurred from travel related to food and lodging will be passed back along to the customer.

5) Client Responsibilities:

It is the Client's responsibility to:

- a. Have a recent version of the Network Operating Systems software installed.
- b. Provide a system supervisor on Client's staff. This system supervisor is to be the primary point of contact between Client and Cyberian Technologies, LLC.
- c. Provide an "environment aware" person on Client staff, designated as a back up to the system supervisor to be the secondary point of contact between Client and Cyberian Technologies, LLC.
- d. Ensure that the Client's systems are powered by an approved Uninterruptible Power Supply.
- e. Back-up data regularly on a Cyberian Technologies, LLC approved back-up system.
- f. Ensure that systems are in good operating condition prior to the enactment of any agreement between Client and Cyberian Technologies, LLC.

6) Exclusions:

Covered services do not include:

- a. Installation or support of Application Software.
- b. Installation or Support of Utility Software.
- c. Customization of Network Operating System Software.
- d. Repair of damage or increase in service time caused by alteration or customization of NOS software by anyone other than Cyberian Technologies, LLC personnel subsequent to the enactment of this agreement.

7) Non-contract Services:

Service and support not provided for by this agreement will be billed at Cyberian Technologies, LLC' then current hourly rate.

8) Unauthorized Service:

If persons other than Cyberian Technologies, LLC personnel provide system support or Installation services, and as a result, further repair by Cyberian Technologies, LLC is required, such further repairs will be made at Cyberian Technologies, LLC' then current hourly service rates for the related service.

9) Sub-contracting:

Cyberian Technologies, LLC may, at its option, sub-contract for services provided to Client. Such sub-contracting will not release Cyberian Technologies, LLC from any obligations in this Agreement and there will be no further assignment to any third party or subsequent sub-contractor without the consent of the Client.

10) Transfer of Assignment:

This Support Agreement is transferable and assignable with the written consent of Cyberian Technologies, LLC and may be assigned by Cyberian Technologies, LLC.

11) Termination of Agreement:

Cyberian Technologies, LLC requests a 60 day written notification of termination from the services outlined in this support structure. There are no termination fees, penalties, or annual contracts. This agreement is structured as a monthly support engagement. This forces Cyberian Technologies, LLC to continually provide excellent customer service in order to keep your business.

If Client fails to make timely payment, or otherwise fulfill its obligations under this Agreement, Cyberian Technologies, LLC may notify Client of the default. If Client fails to cure the default within 30 days of receipt of Cyberian Technologies, LLC' notice, Cyberian Technologies, LLC may terminate this Agreement for cause.

12) Limitations of Liability:

Cyberian Technologies, LLC' liability on any claim (excluding bodily injury or death), whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from all services and materials covered by or furnished under this Agreement, will in no case exceed the support charge for the period of this Agreement. Any such liability incurred by Cyberian Technologies, LLC will terminate upon expiration of the applicable contract period.

Excluding claims for bodily injury or death, in no event, whether on contract, tort (including negligence), strict liability or otherwise, will Cyberian Technologies, LLC or its sub-contractors be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of systems or any associated equipment, loss of data, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Client for such damages.

Cyberian Technologies, LLC shall not be liable for damages due to delays in performance or failure to perform due to fire, flood, delays in transportation, communication utilities failure, acts of civil or military authority or any other cause beyond the reasonable control of Cyberian Technologies, LLC.

In no event will Cyberian Technologies, LLC be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects in the NOS or related Software.

13) Notices:

All written communications and notifications required or permitted under the terms of this Agreement must be sent or delivered by U.S.Mail, facsimile, or overnight delivery, to the addressee reflected in the signature blocks of this Agreement, unless written notification of a new address or addressee has been given.

14) Entire Agreement:

This entire Agreement shall be governed by the laws of the State of Indiana and constitutes the entire Agreement between the parties and supersedes any and all oral or written proposals, agreements, or other communications between the parties relating to the subject matter herein. This Agreement may not be modified, amended, rescinded, canceled or waived, in whole or in part, except by written agreement signed by both parties.

15) Payment:

Payment terms for this Contract shall be: "Paid monthly, in advance of the current month" Invoices shall be paid net thirty (30) days from issue.

16) Escalation/Troubleshooting with Third Parties:

Cyberian Technologies, LLC from time to time may need to engage certain business partners (i.e. Citrix, Microsoft) to assist in dealing with escalated problems that require additional troubleshooting. In the event that Cyberian Technologies, LLC needs to engage a third party to resolve a technical, network or application issue with Citrix licenses, Cyberian Technologies, LLC will abide by the Confidentiality clause in this agreement and will provide to Client in writing via e-mail or letter document, its request to disclose Cyberian Technologies, LLC confidential information as a result of its need to escalate a technical, network or application issue to its business partner for assistance in resolution of the issue. In any such instance, Cyberian Technologies, LLC must describe the nature of the issue and the confidential information to be disclosed and explain the need to engage a third party. Prior to any disclosure to such third party, Cyberian Technologies, LLC must receive written consent from Client via e-mail or letter document. The Client, upon review of Cyberian Technologies, LLC' written request, will not unreasonably withhold consent.