

**Acorn Technologies, Inc.  
Managed Services Agreement**

Agreement for Managed Services  
(Attachment to Agreement for Consulting Services)

This Agreement for Managed Services (this "Attachment") is made as of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ ("Consultant") and \_\_\_\_\_ ("Client"). This Attachment amends and modifies, and constitutes an "Attachment" to, that certain Annual Service Agreement or other Agreement for Consulting Services previously executed by Consultant and Client (the "Agreement"). All of the terms of the Agreement are expressly incorporated herein. All capitalized terms herein shall have the meaning ascribed to them in the Agreement, unless expressly defined otherwise herein.

1. Services; Payment Terms. Consultant agrees to perform for Client the following services (the "Managed Services") for the following monthly fixed fees:

(a) Network Equipment Support  
times \_\_\_\_\_ at \$ 250.00 = \$ \_\_\_\_\_

(b) Server Support  
times \_\_\_\_\_ at \$ 250.00 = \$ \_\_\_\_\_

(c) Microsoft SQL Server or Exchange software support  
times \_\_\_\_\_ at \$ 100.00 = \$ \_\_\_\_\_

(d) Desktop or Laptop Computers Support  
times \_\_\_\_\_ at \$ 60.00 = \$ \_\_\_\_\_

(e) Desktop or Laptop Computers Remote Backup (25GB limit)  
times \_\_\_\_\_ at \$ 25.00 = \$ \_\_\_\_\_

Monthly Total: \$ \_\_\_\_\_

In addition to the monthly fees set forth above, Client agrees to pay an initial setup of remote monitoring services ("Setup Services") fee in the amount of \$ \_\_\_\_\_.

Client shall pay the Setup Services fee (if any) upon execution of this Attachment, and the Managed Services fees on the first day of each calendar month, with any partial month prorated based on the actual number of days in such partial month.

2. Services Included in Managed Services.

(a) "Network Equipment Support" shall consist of all labor related to maintaining configuration, logging (if possible and appropriate), and monitoring of network equipment, including routers, firewalls, switches, spam filters, and other equipment used to move, monitor, or intentionally affect Ethernet traffic on Client's local area network.

Network Equipment Support shall also consist of working with Client's Internet service provider to maintain proper configuration of Internet equipment at Client's office, whether owned by Client or Client's ISP. Consultant will provide all service related to these products.

(b) "Server Support" shall consist of all labor related to maintaining Client's server operating system, any programs included in the operating system, and the following programs installed after the operating system:

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Client agrees that Client will maintain separate service agreements with these software vendors. Consultant will coordinate or provide all service related to these products. Classification as a server shall depend on operating system and functional role, not physical form factor.

(c) "Servers with Microsoft SQL Server or Exchange," shall consist of all labor related to maintaining the following specific software packages on any of the servers listed in Section x(b) above:

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Consultant will provide all service related to these products. Client agrees that Client shall be responsible for maintaining all necessary service or licensing agreements with Microsoft.

(d) "Desktop or Laptop Computer Support" shall consist of all labor related to maintaining the computer operating system, any programs included in the operating system, and the following programs installed after the operating system:

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Client agrees that Client will maintain separate service agreements with these software vendors. Consultant will provide all service related to these products.

(e) "Desktop or Laptop Remote Backup" shall consist of all labor related to creating a backup "image" of the client machine on the Acorn Technologies, Inc. remote backup systems, or on a server of the Client's choice. This service does not include the labor needed to restore files or systems in case such services are necessary.

Client agrees to provide and maintain both a storage device capable of handling this backup and an Internet connection sufficient to copy the backup files offsite in a reasonable amount of time.

3. Additional Machines. Client may add or remove services for additional servers, desktop PCs, or laptop PCs by faxing a request to Consultant at (866) 337-2707 or another fax number

provided to client by Consultant. Consultant agrees to keep an accurate list of machines covered under this Attachment and to provide this list to Client upon request.

4. Software Updates. Maintaining the systems described above shall include applying all appropriate software and operating system updates in a reasonable amount of time. Consultant shall determine when software updates are appropriate and what constitutes a reasonable amount of time.

Client acknowledges that if Client requests updates that Consultant considers inappropriate, or wishes to have updates applied before Consultant deems them safe, Consultant is not responsible for the consequences of such actions and Client may be charged a Regular Consulting Hours or Extended Consulting Hours charge, as the case may be, for all labor related to the consequences of such actions.

Furthermore, if Client performs or allows anyone other than Consultant to perform any maintenance on any of these machines, Consultant is not responsible for the consequences of such actions and Client may be charged a Regular Consulting Hours or Extended Consulting Hours charge, as the case may be, for all labor related to the consequences of such actions.

5. Monitoring Software. In order to provide the services specified in this Attachment, Consultant must install remote monitoring and management software on Client's servers, desktop computers, laptops, and possibly other equipment at Client's office. Client grants permission to Consultant to install remote monitoring and management software deemed necessary by Consultant.

6. Term of Attachment; Termination.

(a) This Attachment shall commence on the date set forth above and shall continue until the earlier of: (i) thirty (30) calendar days after either party hereto provides the other with written notice of termination; or (ii) the termination of the Agreement.

(b) Upon termination of this Attachment, Consultant shall uninstall all remote monitoring and management software from all Client equipment, as well as any hardware owned by the Consultant and installed at the Client premises for the purpose of providing services under this agreement. Client acknowledges that this may leave its computers and other equipment without adequate systems for updates to operating systems, software, and virus scanning programs. Consultant shall not be held responsible for any damages or consequences resulting from the removal of remote monitoring and management software.

7. Nature of This Attachment. This Attachment is intended to cover the maintenance of computer operating systems and software only. It is not intended to cover any hardware, materials, equipment, consumables, hardware failures, troubleshooting or replacements, or any labor related to projects other than the proper maintenance of operating systems and software. Consultant offers other services, including hardware-related labor. Any labor provided outside the scope of this Attachment will be at the rates stated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT:

CLIENT:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_