



Updated 3/10/2010

Computer Consultants Group, Inc., Terms and Conditions for Performance of Consulting Work

DEFINITIONS

Computer Consultants Group, Inc. ("CONSULTANT"), a South Carolina corporation
Any Corporation or Individual ("CLIENT") utilizing the services of CONSULTANT

RECITALS

A. CLIENT desires to utilize CONSULTANT to render computer related consulting and advisory services for CLIENT on the terms and conditions set forth in this Agreement and CONSULTANT desires to be retained by CLIENT on such terms and conditions.

CLIENT and CONSULTANT agree as follows:

1. CLIENT requests CONSULTANT to perform consulting services including, but not limited to those set forth in the following paragraphs.

General Description of potential Services performed by Consultant: Computer related services including, but not limited to, advice on purchase of, or repair to, computer (and computer related) hardware and software, technical support services, telephone support, troubleshooting of hardware and software, installation and setup of new and existing hardware and software, migration of data between computer systems, setup and maintenance of server hardware and software, assisting in the setup and maintenance of backup systems and software, and other misc. computer and technology related assistance and consulting.

All support is offered during regular business hours, which are from 9am to 5pm Monday through Friday, excluding national holidays.

Consultant shall commit such time to the performance of the consulting services required as shall be reasonably requested, on an "as needed, as available" basis, and as shall be necessary to competently discharge and perform such services. Services shall be performed by various employees of CONSULTANT as appropriate.

In rendering Services hereunder, CONSULTANT shall be acting as an independent contractor and not as an employee or agent of CLIENT. As independent contractors, neither CONSULTANT nor CLIENT shall have any authority, express or implied, to commit or obligate the other in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of CONSULTANT or CLIENT, as the case may be, which authorization may be general or specific. Nothing contained in these Terms & Conditions shall be construed or applied to create a partnership. CONSULTANT shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to CONSULTANT.

2. Compensation for Consulting Services. By mutual arrangement separate from these Terms & Conditions.

3. Expenses. CLIENT shall reimburse CONSULTANT for all reasonable overnight travel and other out-of-pocket expenses incurred by CONSULTANT in rendering Services hereunder. Travel expenses shall include the costs of meals, and the costs of necessary lodging. CLIENT shall pay such reimbursement within 30 days after receipt of appropriate receipts or documentation of the expenses.

4. Billing. CONSULTANT shall invoice, at regular intervals, CLIENT for work performed, including travel and expenses. Payment Terms are Net 10 unless otherwise arranged, in advance, between Consultant and Client.



5. Confidential Information. Confidential information of any nature that either party acquires regarding any aspect of the other party's business shall be treated in strict confidence. Information so obtained shall not be divulged, furnished or made accessible to third parties without the written permission of the other party. Both parties retain the right to do business with third parties in matters that may be competitive with the interests of the other party. However, the confidentiality constraints above shall be binding and have precedence over these business matters. Upon termination of a working relationship, the terms of this paragraph shall remain in effect for 3 years.

6. Liability for Loss of Data. Whereas CONSULTANT may setup and perform data backups on behalf of CLIENT, and whereas during the performing of services hereunder data may be changed or harmed, and whereas CONSULTANT may attempt to recover data damaged or lost on various computer or related equipment, CLIENT acknowledges that CLIENT is solely responsible for the integrity, reliability and security of its own data and equipment. Furthermore CLIENT is solely responsible for the comprehensiveness, integrity, reliability and security of data backups. CLIENT agrees to indemnify, defend and hold harmless CONSULTANT against any and all loss of data stored on any computer or related equipment owned by CLIENT, including any and all loss of data backups, as the result of services performed hereunder.

7. Indemnification. CLIENT agrees to indemnify, defend and hold harmless CONSULTANT against any and all loss, liability, expenses and costs (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by CONSULTANT in connection with any threatened, pending, completed or future action suit or proceeding to which CONSULTANT is, or is threatened to be, made a party arising from or related to Services that have been provided hereunder. The terms of this Section 7 are non revocable and shall survive beyond the termination of any working relationship between Consultant and Client.

8. Disputes. Any action based on these Terms & Conditions, including disagreement, disputes regarding the terms and conditions, alleged breaches of contract, and remedies under contract, shall be governed by the laws of the State of South Carolina and shall be adjudicated exclusively by a court of competent jurisdiction in Charleston, South Carolina.

9. Miscellaneous.

(a) Entire Agreement. These Terms & Conditions constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) Severability. If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby. Such invalid or unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and if no modification shall render it valid and enforceable, this Agreement shall be construed as if not containing such provision and the rights and obligations of the parties shall be construed and enforced accordingly.

(c) Amendment, Waiver, Modification or Termination. No amendment, waiver or termination or modification of this Agreement shall be binding unless it is in writing and signed by both CONSULTANT and CLIENT. Performance of work by CONSULTANT and/or acceptance of payment by CONSULTANT for work performed and/or work to be performed for CLIENT beyond the scope of this Agreement does not constitute acceptance by CONSULTANT of amendments or modifications to this Agreement nor shall they be binding.

(d) Assignment. This Agreement and the rights and obligations of the parties hereunder shall not be assignable by either party without prior written consent of the other party.