PCLAND COMPUTER SERVICES

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into effective as of _____, 201 , between and among _____and **PCLAND, LLC** ("**Consultant**"), a Florida corporation with a place of business at 5132 Land O'Lakes Blvd, Suite 101. Land O'Lakes, FL 34639. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. SCOPE

Consultant shall perform Services upon CLIENT request. CLIENT shall be entitled to receive a Maintenance PLAN that entitles you to receive 5 hrs. of technical support from PCLAND LLLC. a month for a period of a year for six computers.

MAINTENANCE PLAN

- Service Desk available
- Patch management Solution
- Remote Monitoring Software (RMM)
- Optimize Windows
- Update Windows Drivers
- PC maintenance/upgrades
- Security Scan/Audits
- Remove Virus, Malware & Spyware.
- Email & Internet support – for Windows
- Set up new PC or printer
- Basic training and guidance
- Unlimited Phone Support
- Unlimited Remote Control Support
- Unlimited On-Site Support
- Support Local Data Backup and Restore
- File & Network printer support
- Installation of third party software but limited support.
- 10% off discount on additional system or services outside the service contract

HOW TO REQUEST SERVICE

Customers should contact the tech Desk to report problems with services, hardware and software. Tech Desk support may be obtained in any of the fours ways listed below

1.- ONLINE: http://pclandllc.com, request can be made via the web 24 hours a day, 7 days a week and will be processed the next business day during normal business hours. This is the most efficient way to request services.

2.- EMAIL: techsupport@pclandllc.com. Email requests are process during normal business hours

3.- PHONE: (813) 996-0351 Phone service is available during normal business hours. Messages left on VM system during business hours are processes as soon as possible. Messages left outside of business normal will process the next business day.

4.- WALK IN: service is available during business hours 9 am to 5:30 pm

2. FEES

In consideration of these services for the following registered computer, CLIENT agrees to pay Consultant $ 24.00 dollars per month for a period of (12) months commencing _____. ***Hardware and Software purchase fees are not included in this contract. This plan doesn't cover any setup or configuration of any server.***

3. BILLING

Consultant shall submit invoices monthly which will include the monthly services charges and any additional products or services ordered by the CLIENT. Payment is due within five (5) days of the invoice date. Consultant may cease furnishing additional services until outstanding invoices are paid in full. Estimates and diagnostic results may not reflect total cost for additional services requests. All product sales are final and no refunds will be provided. At Consultant's discretion, an exchange or store credit may be offered for the same or greater value according to current market prices. Store credits must be used within 30 days of issue or they shall become void.

4. TERMINATION OR DEFAULT

The Consultant may terminate this Agreement, in whole or in part, at any time by giving thirty (30) days prior written notice to CLIENT, but such termination shall not relieve CLIENT of its obligation to pay Consultant for Services performed prior to termination. This contract cannot be terminated by the CLIENT unless a previous agreement is breached if So CLIENT will be responsible for the remaining of the contract. Service calls do not accumulate and do not roll over to the following month, If CLIENT does not request any or all of the allotted service calls during a 30 day period, those service calls are forfeited. If Consultant materially breaches a provision of this Agreement, which breach remains uncured for a period of ten (10) days from receipt of written notice from CLIENT specifying the breach, CLIENT, at its sole option, may terminate this Agreement.

5. WARRANTY

Consultant shall not be responsible for loss of data or reinstallation of customer installed software

5.1- LIMITATION OF LIABILITY. IN NO EVENT WILL PCLAND LLC WILL BE LIABLE TO CUSTOMER OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH CUSTOMER FOR ANY CLAIM, LOSS OR DAMAGE OR ANY KIND OR NATURE; WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE SOFTWARE, OR ANY FILES, DATA, OR OTHER COMPUTER SYSTEM SHALL IN NO WAY CAUSE LIABILITY TO CUSTOMER. ANY SOFTWARE FAILURE OR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER DIRECT OR INDIRECT, SPECIAL, INCIDENTIAL, CONSEQUENTIAL, OR LOSS OR DAMAGE OF ANY KIND OR NATURE RESULTING FROM THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SHOULD NOT ASSUMED BY PCLAND LLC.

6. ASSIGNMENT

Neither this Agreement nor the Services shall be assigned, subcontracted or otherwise transferred by either party without the prior written consent of the other party except that no consent shall be necessary for CLIENT's assignment of the Agreement and its rights and obligations hereunder to a parent, subsidiary, affiliate or successor in interest to the business of CLIENT. This Agreement shall inure to the benefit of and be binding upon CLIENT and Consultant and their respective subcontractors, successors or assigns.

7. PROPRIETARY INFORMATION

CLIENT may provide Consultant with technical or commercial information relating to it, its operations, business plans, personnel, or financial matters, all of which is hereby designated as confidential and proprietary by CLIENT. Consultant agrees to use any such information solely in the performance of the Services. Consultant shall keep confidential and shall not publish or otherwise disclose, or permit its employees, subcontractors and assigns to publish or otherwise disclose, any such information without CLIENT's prior written approval. Such information shall remain CLIENT's property and Consultant shall return such information to CLIENT upon termination or completion of this Agreement or completion of the Services. Consultant agrees that all its employees, subcontractors and assigns will, upon CLIENT's request, sign a nondisclosure statement. At a minimum, Consultant shall carry out its obligations hereunder using the degree of care that it uses in protecting its own confidential and proprietary information of similar importance.

8. COOPERATION

CLIENT shall reasonably cooperate with Consultant in the performance by Consultant of the Services, including without limitation, providing Consultant with reasonable and timely access to CLIENT's data, passwords, software and hardware. CLIENT shall grant Consultant the option to bring CLIENT's computer to Consultant's workshop in the event more time is needed to troubleshoot and

repair a problem. CLIENT shall be responsible for the accuracy and completeness of all data and information provided to Consultant for purposes of the performance by Consultant of the Services.

9. *FORCE MAJEURE*

Except for the payment of money, neither party shall be liable for any delays or other nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, war or civil disturbance, acts of third parties not within such party's reasonable control, or any law, order or requirement of any governmental agency or authority provided.

10. INDEMNITY

Each party shall indemnify and hold the other party harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

11. DISPUTE RESOLUTION

Any disputes or claims under this agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. Arbitration shall be in Land O'Lakes, FL and the laws of Florida shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction.

12. GENERAL

The failure of either party to exercise any right hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or of any other rights in the event of a subsequent breach of a like or different nature. This Agreement and any dispute arising out of or related to either shall be governed by and construed in accordance with the laws of the State of Florida as if both parties were resident therein and all obligations hereunder were performed therein. CLIENT and Consultant acknowledge and agree that each is dealing with the other hereunder as independent contractors. Nothing in this Agreement shall be interpreted as constituting either party as the joint venture or partner of the other party. Except as set forth herein, Consultant shall determine the methods and details of performing the Services and shall adopt its own business policies and procedures. No modification or amendment of this Agreement shall be effective unless the same is in writing and signed by both parties.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

1.	**SILVER PROTECTION PLAN (MONTHLY)**	**$ 24.00** ☐
	ADDITIONAL SYSTEMS (PER SYSTEM-UP TO 5)	**$ 20.00** ☐
2.	**SILVER PROTECTION PLAN (YEARLY)**	**$250.00** ☐
	ADDITIONAL SYSTEMS (PER SYSTEM-UP TO 5)	**$ 150.00** ☐
3.	**GOLD PROTECTION PLAND (MONTHLY)**	**$ 39.00** ☐
	ADDITIONAL SYSTEMS (PER SYSTEM-UP TO 5)	**$ 35.00** ☐
4.	**GOLD PROTECTION PLAN (YEARLY)**	**$ 425.00** ☐
	ADDITIONAL SYSTEMS (PER SYSTEM-UP TO 5)	**$ 375.00** ☐

CLIENT

Name:

Title:

Signature _____ Date:

Credit Card Authorization Form

CARDHOLDER INFORMATION

Name:_____

Billing Street Address:_____

Street Address (cont.):_____

City:_____ State:_____ Postal Code:_____

Country:_____ Email _____

Address:_____

Direct Telephone: (_____)_____-_____

CREDIT CARD INFORMATION

Credit Card Type: □ MasterCard □ Visa □ Discover Card

Number:_____

Expiration Month:_____ Expiration Year:_____

Cardholder Signature X_____ Date___/___/___

Security Code:_____

PCLAND COMPUTER SERVICES
5132 Land O Lakes Blvd. suite 101 Land O Lakes FL. 34639