

**VIRUS / SPYWARE SOFTWARE
SERVICE ORDER**

1. **Service Order Authorization.** The undersigned (the "Customer") hereby authorizes IQuest Internet, LLC ("IQuest"), its employees and agents, to perform the following services to the Customer's personal or laptop computer:

- a. Download & install Windows updates;
- b. Download and install Virus Scan and Spyware software;
- c. Download and install Virus Scan and Spyware updates;
- d. Perform Virus Scan on all hard drives and remove infected files; and
- e. Perform Spyware Scan on all hard drives and remove detected files and cookies.

The foregoing services will be provided at IQuest's facilities located at 2500 E. 46th Street, Indianapolis, Indiana or such other location as is designated by IQuest. It shall be Customer's responsibility to deliver Customer's computer or laptop to and pick up from such location for performance by IQuest of the requested services. The Customer acknowledges that IQuest may not be able to completely perform the foregoing services because of the age of Customer's computer and other technical issues. Customer agrees that Customer shall be charged for the foregoing services whether or not IQuest is successful in completing the foregoing services, including, but not limited to the installation and updating of the specified software.

2. **Fee.** Customer agrees to pay IQuest upon completion of foregoing services the sum of \$_____

3. **Release.** Customer hereby forever releases and agrees to hold IQuest harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against IQuest, its agents, its customers, officers and employees, by Customer or any third party that may arise or result from any service provided or performed or agreed to be performed or any product sold by IQuest, its agents, employees or assigns under this Service Order, including, but not limited to any damage to Customer's personal computer, laptop computer or other property.

4. **LIMITATION OF LIABILITY.** IQUEST SHALL NOT BE LIABLE FOR ERRORS, MALFUNCTIONS, DELAYS OR DEFECTS IN SOFTWARE OR THE SERVICES PROVIDED UNDER THIS SERVICE ORDER. UNDER NO CIRCUMSTANCES WILL IQUEST BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES; FOR PUNITIVE DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, AND TO THE EXTENT ALLOWED BY LAW, FOR INJURY TO OR DEATH OF ANY PERSON AND FOR DAMAGE TO OR LOSS OF ANY PROPERTY ARISING OUT OF OR ATTRIBUTABLE TO IQUEST'S PERFORMANCE UNDER THIS SERVICE ORDER. IQUEST MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE OF THE SERVICES, EQUIPMENT OR ANY OTHER MATTER PROVIDED UNDER THIS SERVICE ORDER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

4. **Governing Law.** The terms and conditions of this Service Order shall be governed and construed under the laws of the State of Indiana. Any lawsuit arising out of this Service Order and the services provided by IQuest shall only be filed in the Circuit or Superior Courts in Marion County, Indiana and the Customer agrees to the personal jurisdiction of such courts.

5. **Entire Agreement.** This Service Order constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any other agreement, whether written or oral, that may have been made or entered into by the parties relating to the subject matter hereof. Changes to this Service Order may only be made in writing and must be signed by both IQuest and the Customer.

The undersigned Customer, having read and understanding the foregoing terms and conditions, hereby executes this Service Order and agrees to be bound by the terms and conditions contained herein.

By: _____
Signature

Printed Name

Date

MBR #: _____
149492v1

Daytime Phone #: _____

IQuest has performed and/or updated the following on this system

Brand / Model Number: _____

Serial Number: _____

Operating System: (circle one)

Microsoft Windows 95 Microsoft Windows 98

Microsoft Windows ME Microsoft Windows XP

- Installed all available Critical Windows Updates
- Installed AVG Anti-virus (if applicable)
- Installed Ad-Aware
- Installed Spybot Search & Destroy
- Installed Spyware Blaster
- Installed other Spyware prevention tools as needed in c:\Installed by Iquest
- Scanned for Viruses; Found: _____ Deleted: _____
- Scanned for Spyware; Found: _____ Deleted: _____
- Re-scanned for Viruses and Spyware; system is clean.

Other actions performed (if applicable):

We recommend keeping your Windows updated (by running Windows Update) with critical system updates, also keep your antivirus and spyware utilities that we installed updated and scan your system with them periodically. Also note if we installed AVG Antivirus on your computer, it's a 30-day trial version. There is a completely free version available at <http://free.grisoft.com>

Other Recommendation:

By: _____
IQuest Support Representative

Printed Name

Date