

MASTER SERVICES AGREEMENT

This Agreement is made by and between Company Name Technologies, Inc., (Contractor) with principal offices at _____, and Customer Name (Customer) with principal offices at _____.

Effective Date 3-5-03

Agreement No. _____

In consideration of the mutual promises described herein and for other good and valuable consideration, the parties hereby agree as follows:

1. **SERVICES**

Contractor agrees to provide qualified personnel to perform, for Customer, under Customer's direction, consulting services of the type and within the scope stated in the attached Appendix A (Project Scope), as said, Appendix A may from time to time be modified by mutual written agreement of the parties. Such services are hereinafter referred to as "Services" and will be provided and performed under and subject to the terms and conditions of this Agreement. In the event of a conflict between the provisions of Appendix A and the provisions of this Agreement, the provisions of Appendix A will prevail.

2. **RATE OF PAYMENT FOR SERVICES**

Customer agrees to pay Contractor for Services and Expenses in accordance with the billing schedule contained in the attached Appendix B (Project Schedule), including any overtime rates set forth therein.

3. **ADDITIONAL WORK**

After receipt of a Project Change Order or verbal direction by Customer which adds or changes the Services, Contractor may, at its discretion, take reasonable actions and make reasonable expenditures based on such order or Customer direction. Customer acknowledges such changes may affect the Project Scope and/or Schedule and Customer agrees to pay and reimburse Contractor for such action and expenditure on the same basis set forth in this Agreement for payments and reimbursements related to the Services.

4. **INVOICES, PAYMENTS & CHARGES**

a. As full consideration for the performance of each Project, Customer shall pay Contractor the amount agreed upon and specified in Appendix B. Contractor shall invoice Customer for all Services actually performed by Contractor upon satisfaction of the completion or milestone dates or as otherwise specified in the Project Schedule. In absence of payment terms in Appendix B to the contrary, the following payment terms shall apply: With regard to invoices for services, Customer shall pay the invoiced amount within thirty (30) days after receipt of invoice. With regard to hardware or software product sales, Customer shall pay 50% of the invoiced amount upon agreement to purchase and 50% upon delivery.

b. In addition to the charges set forth on Appendix B of this Agreement, the Customer shall pay for all charges with respect to labor, including travel and materials, for support or maintenance services performed outside the scope of Services set forth on Appendix A, at the request of the customer, at Contractor's then applicable hourly service rates and minimum charges. Charges for labor shall include travel time to and from the Customer site and be computed to the nearest one quarter (1/4) hour.

5. **EMPLOYEES**

a. Customer acknowledges that Contractor has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Contractor reserves the right to charge and Customer agrees to pay Contractor an amount equal to the affected employee's annual salary as paid by Contractor prior to hiring, if Customer hires, or retains in any capacity other than as an employee of Contractor, any employee of Contractor for each employee of Contractor so hired or retained.

b. Contractor acknowledges that Customer has invested substantial time, effort and resources in the development and training of its employees, to enable them to provide the level of support and installation skills and services called for in this Agreement. Accordingly, during the term of this Agreement, and for a period of one (1) year following the termination of this Agreement for any reason, Customer reserves the right to charge and Contractor agrees to pay Customer an amount equal to the affected employee's annual salary as paid by Customer prior to hiring, if Contractor hires, or retains in any capacity other than as an employee of Customer, any employee of Customer for each employee of Customer so hired or retained.

c. Neither Contractor nor Contractor's employees are, nor shall they be deemed to be, employees of Customer. Contractor shall be solely responsible for the payment of its employees' compensation, including employment taxes, worker's compensation and any similar taxes associated with employment of Contractor personnel. Upon receipt of written notice by Contractor that an employee of Contractor is not suitable to Customer, Contractor shall remove such employee from the performance of Services and replace such employee with another qualified individual within a reasonable period of time.

6. **CONFIDENTIAL INFORMATION**

In connection with the performance of work hereunder, it may be necessary for Customer to disclose to Contractor certain information, which is considered to be confidential and proprietary to Customer. Contractor agrees that, for a period of two (2) years from the date of disclosure, it will maintain the confidentiality of all such information which is clearly identified as confidential at the time of first disclosure to Contractor by using the same degree of care that Contractor takes to hold in confidence its own proprietary information of a similar nature. Contractor shall not, however, be required to keep confidential any information which is or becomes publicly available without fault on the part of Contractor, is already in Contractor's possession prior to receipt from Customer, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall also require each of the employees, whom it provides to perform Services for Customer, to also agree in writing to similarly maintain the confidentiality of Customer's information.

7. **LIMITATION OF REMEDY**

CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY PERFORMANCE UNDER THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, AND THE SOLE REMEDY FOR CONTRACTOR'S LIABILITY OF ANY KIND INCLUDING, LIABILITY FOR NEGLIGENCE WITH RESPECT TO SUPPORT SERVICES FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCES BY CONTRACTOR UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CONTRACTOR AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.

The foregoing limitation of liability will not apply to claims for personal injury or damage to real property tangible personal property caused by Contractor's negligence.

8. **INDEMNIFICATION**