



Master Service Agreement / Professional Services Agreement

THIS ALLISON ROYCE & ASSOCIATES, INC. MASTER SERVICE AGREEMENT / PROFESSIONAL SERVICES AGREEMENT (the "Agreement") between "Company" and the "Client" shall govern all products and services provided by Company to Client (each a "Party" and jointly, the "Parties") as agreed to in the attached Quote(s)/Proposal(s). In exchange for payment by Client of the charges and any applicable taxes, or shipping charges arising under this Agreement, Company agrees to provide the services described in the attached Quote(s)/Proposal(s) and any additional order form, exhibits or addenda incorporated into this Agreement and executed by the Parties, on the terms and conditions contained herein. This Agreement supersedes, replaces and nullifies in its entirety any other previous Master Service Agreement and/or Professional Services Agreement.

IN CONSIDERATION of the premises and mutual agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1 "Master Service Agreement / Professional Services Agreement" means this Company Agreement, any exhibits, attachments and addenda attached hereto and any Sales Order Form(s), Quotes(s), Proposal(s) or other order documents referencing this Agreement and signed by both Parties. This Agreement outlines the contract for conducting business between the parties identified in this agreement.

1.2 "Content" means the electronic information contained, displayed by or through a web site and links contained within such web site, including but not limited to (a) text, graphics, art, photographs, advertisements, other audio or visual assets and links to or frames of other web sites, (b) the contents of any bulletin boards, chat forums or other communications service (c) any service provided by or through the web site, (d) any materials and information, that are made available or displayed on or through the web site by means of links to or framing of other web sites and (e) all updates, upgrades, modifications and other versions of any of the foregoing, including but not limited to modifications made and information provided by users of the web site.

1.3 "Intellectual Property Rights" means any and all now known or hereafter known tangible or intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, other such property rights, (e) all other intellectual property rights (of every kind and nature throughout the universe and however designated) (including logos and rights to remuneration), whether arising by operation of law, contract, license, or otherwise and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.4 "Scheduled Maintenance" means the backing up, upgrading and/or general repairs to system as needed. As a result, Company does not guarantee continuous or uninterrupted service during periods of system repairs, upgrades and reconfigurations and reserves the right from time to time to temporarily reduce or suspend service without notice.

1.5 "Quotes/Proposals" means the Company's standard forms for ordering Services, substantially in the form attached as one or more Quotes/Proposals, Sales Order Forms or Exhibits to this Agreement that specifies services, equipment and/or supplies to be provided by Company to the Client and is executed or entered into in connection with this Agreement.

1.6 "Services" includes but limited to any of the following as agreed and identified on any Quote/Proposal: (i) Work performed for Client by Company, Company Contractor or Assigns, (ii) Services provided to Client by Company, Company Contractor or Assigns or (iii) Materials, Supplies or Hardware provided to Client by Company, Company Contractor or Assigns.

1.7 "User Content" means all text, pictures, sound, graphics, video and other data provided by Web site users.

1.8 "Web Site" means the Content made available on pages at an Internet domain name web site.

1.9 "Initial Term" means the initial period of service delivery as indicated in each Quote/Proposal and may bear separate Initial Terms as indicated in each Quote/Proposal.

1.10 "Services Provided" Subject to the terms and conditions set forth in this Agreement, Company will perform the Services described in each Quote/Proposal. Company retains ownership of any portion of Company developed tools or products that are used in or form a part of computer programs or documentation resulting from a particular service provided. Company reserves the right to market to other Clients the skills, designs, processes, procedures, formulas, trade secrets and ideas developed by Company or co-developed with Client in associations with the Services provided under this Agreement.

1.11 "SIP" Session Initiation Protocol - is a signaling protocol, used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP).

1.12 "VoIP" - Voice over Internet Protocol is a general term for a family of transmission technologies for delivery of voice communications over IP networks such as the Internet or other packet-switched networks. Other terms frequently encountered and synonymous with VoIP are IP telephony, Internet telephony, voice over broadband (VoBB), broadband telephony, and broadband phone.

2. COPYRIGHT

2.1 Unless otherwise and expressly agreed to by both Parties in writing, all concepts regarding such information developed by the Client (electronic, typewritten or printed) shall remain copyrighted by the Client. All concepts excluding work product regarding such information developed for the Client (electronic, typewritten or printed) by Company shall remain copyrighted by Company and licensed exclusively to the Client.

2.2 "COPYRIGHTED MATERIAL" means material which the rights to said material is exclusively owned by the legally controlling Party. Such material may not be placed on the Service without the written permission of the material owner or person(s) they specifically authorize. Unless otherwise and expressly agreed to by Client and Company, only the owner or such authorized person may submit copyrighted material to Company unless otherwise stated, the Client understands that proprietary applications and services developed by Company and offered as services to the Client which are NOT considered "portable," shall remain property of Company or their respective owner. The Client shall relieve Company of any and all legal litigation that

should arise from dispute in the development of, usage of, or display of Client presentation information or information contained within the system for the purpose and benefit or on behalf of the Client. Company will not use or place copyrighted material other than such copyrighted material explicitly authorized for use by the Client in the Client's presentation information or information contained within the system for the Client. Client shall not be liable for Company's breach of the foregoing.

3. SERVICES

3.1 ORDERS Client shall place orders for Products and or Services with Company by submission of each order to Company on a Quote/Proposal. Company may also choose to accept orders from Client by means of electronic mail. Each order will be binding on both Parties only when signed by authorized representatives of each Party and upon Company completion of a credit review of Client and approval of Client's credit. Each Quote/Proposal shall specify the Services to be provided and applicable fees and Client agrees to pay such fees or other amounts to Company. Each Quote/Proposal shall reference this Agreement and shall be incorporated into and governed by the terms of this Agreement. Whenever any term in any Quote/Proposal conflicts with the terms set forth in this agreement, the terms of the Quote/Proposal shall prevail and control.

3.2 Web Site Access Company shall provide continual access to the Client's indicated publically accessible web site information via the public Internet.

3.3 Commencement of Service Delivery Commencement of Service delivery, defined as the provisioning and initial implementation of Services to be delivered, shall begin on the date or dates agreed to by the Parties; *provided that* Company has approved Client's credit and has in its possession all necessary information to carry out the provisioning and initial implementation of the proposed Services. Any delays in excess of 10 (ten) calendar days after Company notifies Client of service availability shall not impede billing for services as described in the Quote/Proposal.

3.3.1 One or more dates for the commencement of Service delivery may be issued at Company's discretion, based upon available resources.

3.4 Credit Review Notwithstanding anything to the contrary contained herein, the provision of Services is contingent upon the continuing credit approval of Client by Company and compliance with Company then current credit policy.

4. FEES AND PAYMENT

4.1 Fees for Services Unless otherwise expressly specified in the Quote/Proposal, Services shall be provided on a time and material ("T&M") basis at Company's T&M rates in effect when the Services are performed. If a dollar limit is stated in the applicable Quote/Proposal, the limit shall be deemed an agreed rate for both Client's budgeting and Company's compensation purposes; after the limit is reached, Company will continue to provide the Services on a T&M basis, if a Quote/Proposal for continuation of the Services is signed by the Parties. Client agrees to pay all amounts indicated in each Quote/Proposal attached hereto and designated as one or more **Exhibits** and detailed on any subsequent Quote/Proposal as well as any previous amounts or balances due to Company for services and or products provided to or rendered to Client under acquired entities. Client shall remain responsible for paying all outstanding amounts under such documents, including any applicable termination fee through the date of such termination or expiration. Client explicitly gives Company the right to withhold and withhold for sale any and all tangible and intangible property of the Client currently in possession or under control of Company for the purposes of satisfying any and all outstanding debts including any administration fees and or reasonable attorney's fees due to Company as a result of Clients breach of agreement and or breach of contract for services provided to the Client in the Quote/Proposal.

4.2 Developmental Services

4.2.1 Developmental services include the creation of program code without limitation to the Internet related technologies. Client is made aware that Company's time is valuable and that Client will be billed for any and all resources that Company expenses on said projects as requested by Client. Billable time and expenses including long distance telephone communications, facsimiles, courier services, reproduction services, consulting services, researching technical questions, composing and reading email pertinent to the project, conversing on the telephone with Client or any other entity as they relate to Client's project and any other direct or indirect expenses incurred on behalf of the Client expensed above and beyond actual development shall be billed as additional expenses in addition to the Quote(s)/Proposal(s). Company agrees to be diligent and to attempt to perform said functions as efficiently as possible at all times throughout the duration of project.

4.2.2 Development services that require the availability of specific Client material(s) and/or information as outlined in the Quote/Proposal shall be promptly submitted to Company for purposes of completing said project. If Client delays the development project completion date by failing to provide Company with the requested material(s) and/or information within five (5) business days of such request, Company reserves the right to bill Client for the balance due of the development services, notwithstanding the final completion of the project, as identified in the Quote/Proposal and deem the development phase of the project complete upon which time the non-development services shall commence, if any, as outlined in the Quote(s)/Proposal(s).

4.2.3 This agreement is not a license for the Client to sell or offer for sale goods or services under a trademark or service mark of Company. Additionally, all use of the Company network and any other Marks, which are the property of Company shall be for the benefit of Company. Any inventions developed by a Party during the term of this Agreement shall be the property of that Party. Company shall have the sole right, but not the obligation, to pursue patents on inventions jointly developed by the Parties, and Company shall, to the extent legally required, list the Client as a joint owner of such patents.

4.3 Invoicing and Payment

4.3.1 Client understands and agrees that non-development recurring services may be invoiced one billing cycle in advance for Clients that are established on a "Net Terms" payment schedule. Client agrees to receive electronic invoices from the Company for payment. Clients who utilize a credit card for payment receive an invoice at the beginning of the service delivery period and are charged and/or debited at the beginning of the service delivery period. Client agrees to submit to Company payment for billable services according to the terms indicated on each Quote/Proposal. Payment received after indicated due dates are subject to the maximum allowable applicable finance charges. If Client is using the automated credit card debiting system, Client agrees to maintain true, current and accurate credit card billing information with Company during the period of service delivery for credit card billing. Failure to do so will subject the payment due to the maximum allowable applicable finance charges. Client understands that services and project completion are subject to suspension if invoices are not paid according to the terms indicated on each invoice or within five (5) business days after the initial automated debit of the Clients credit card. Measured services shall be billed to Client in the month following the usage of such services or facilities. If Company has not received payment from Client by the due date indicated, Company will notify Client of nonpayment. If Company does not receive payment, after Client is contacted, within 48 hours, Company's automated accounts receivable system shall automatically suspend the services and/or facilities provided hereunder.

4.3.2 Any Invoice, Setup, Sales Order or Monthly Recurring Charges remaining unpaid for more than twenty (20) days from the date of the applicable invoice shall be subject to interest at a rate of the lesser of one and one half (1.5%) percent per month or the maximum rate allowed by law. Past due interest shall bear interest from and after maturity at a rate of the lesser of one and one half (1.5%) percent per month or the maximum rate allowed by law. Company makes no warranties to the specific merchantability of the services provided.

4.3.3 Client agrees and understands that account initiation, also known as "Set-up" or "Non-recurring" Fees or Charges are expressly non-refundable and are considered payment for services rendered upon receipt of signed Quote/Proposal.

4.3.4 If Client disputes any portion of an invoice, Client shall, within fifteen (15) days of date of invoice, notify Company in writing detailing the charges in dispute and the reason for such dispute. If Client does not report a dispute within fifteen (15) days of the date of invoice, Client shall have waived its right to dispute any charges on such invoice. Any portion of the invoice not in dispute shall be due and payable according to the terms indicated on the invoice. Each Party shall use its reasonable best efforts to resolve such dispute within thirty (30) days. If the dispute is resolved in favor of Company, Client shall pay the disputed amount immediately and any administrative and or reasonable attorney fees, as required, to resolve the disputed amount. Any disputed amount resolved in favor of Client shall be credited to Client's account.

4.3.5 Payment by Credit Card or Debit Card For approved credit card billing, Client authorizes Company to debit Client's credit card(s) by using the current Client supplied credit card information for all fees and charges. Client agrees to pay the amounts due the Company for the products and or services delivered to the Client according to Client's credit card issuer agreement. Unless otherwise noted, all prices do not include applicable taxes or shipping charges and reflect a cash discount of 3%. Non-cash payments will increase 3% of the payment amount.

5. TERMS AND TERMINATION

5.1 Terms, Termination and Breach of Agreement The minimum term of this Agreement shall commence on its Effective Date and shall remain in effect for the time period specified in each Quote/Proposal (the "Initial Term") and shall automatically renew for like periods unless notice is given by either Party at least sixty (60) days before the end of the Initial Term or subsequent like periods. Unless otherwise noted in the Quote/Proposal, the recurring services are based on a 60 month term. Subsequent Quotes/Proposals properly executed and delivered after the initial Quote/Proposal shall automatically renew for like periods as indicated in each respective Quote/Proposal and shall be subject to this Agreement independently of any other Quote/Proposal. Each and every Quote/Proposal is subject to the terms of said referenced Agreement or superseded Agreement. The Company shall provide the services referenced by a Quote/Proposal signed by the Company and the Client. Client agrees to pay Company for all charges associated with the delivery of said services. In the event of any breach of this agreement, Client agrees to pay collection, cancellation, legal, administrative fees and agrees to allow the Company unfettered access to remove and take possession of any unpaid equipment for the purposes of repossession. Any repossessed equipment shall be considered "used" equipment and shall have its value determined accordingly for the settlement of any outstanding amounts due the Company.

5.2 Early Termination Upon any termination of this Agreement, any Quote/Proposal for any reason prior to the end of the Initial Term or any renewal term (other than by Company without cause or by Client with cause), Client shall pay to Company a "termination fee" equal to the sum of (i) the service fees that would have been payable by Client through the end of the current renewal term and (ii) the amount of any charges for Client premises equipment installed by Company for Client in connection with the Services, including, but not limited to all installation and non-recurring charges, that were waived and or discounted at the time this Agreement was entered into by the Parties based on the length of the term or other considerations taken into account by Company in connection with its execution of this Agreement and (iii) the costs, administrative fees, reasonable attorney fees and or other collection fees as required to satisfy the financial obligation of the Client as defined in this Master Service Agreement including any and all Quotes/Proposals, exhibits, attachments and addenda attached hereto.

6. ACCOUNT USAGE Unless otherwise expressly specified in the applicable Quote(s)/Proposal(s), all dialup accounts (if applicable) are single user accounts. Client agrees not to access Company's dialup service simultaneously from multiple locations with identical User ID and Password in excess of Client's allowable service limits, but may access the Service from any location within the Client's control. Client is responsible for and must provide all telephone and other equipment and services necessary to access the dialup Service not explicitly provided by Company. Multiple members of an organization may share a single dialup User ID. However, only one person is authorized to access the dialup Service at any given time with a single use dialup User ID. Company reserves the right to suspend services to Client to protect Company or other Client equipment or services. Client understands that certain security risks are assumed in doing such and agrees to indemnify and hold harmless Company against any and all liability for any and all use of Client's account. Service is intended for use only by the Client indicated herein at the location(s) indicated herein. Client agrees not to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

6.1 COLOCATION SERVICES Clients utilizing the colocation services of the Company acknowledge and agree to request in writing for any form of power, data or information interconnection, public utility service, cross-connection or facility connections from Company for review prior to the provisioning of said connections or interconnections at Company colocation facilities. All power, data or information interconnections shall be installed and placed in accordance with industry standards and local building codes by approved service personnel; shall be installed and maintained neatly for an organized appearance; are subject to final inspection by Company; subject to removal at Client's expense for non-compliant, unapproved or incorrect installation. All colocation facility power and information interconnections shall be introduced to and established at the identified Company demarcation points within the colocation facility for further distribution within the colocation facility. Interconnections, cross-connections or facility-connections of any type between Company collocated Clients, colocation facility or utility providers are subject to review, approval and interconnection fees if applicable. Solicitation of Clients within Company colocation facility or any actions on Clients behalf that affect the revenue generation of the Company by Client is strictly prohibited and shall result in agreement acceleration and termination. All Client equipment and or fixtures are subject to inspection, review and approval before being presented at Company colocation facilities. Client acknowledges and agrees that all insurance coverage for Client equipment and services shall be provided by Client. Client agrees to abide by the Colocation facility acceptable use policy.

6.2 VOICE, TELEPHONE, VoIP, SIP, FACSIMILE AND TELEPHONY SERVICES Client understands that Company will comply with all Local, State and Federal rules and regulations regarding the delivery of VoIP services including but not limited to local calling, long distance calling, 911, E911 and Communications Assistance for Law Enforcement Act of 1994 ("CALEA") requirements. Client agrees to comply with all applicable laws, rules and regulations relating to the responsibilities expressly assumed by Client.

Client acknowledges, agrees and understands that Client must employ a managed network Quality of Service (QoS) solution within and at the external connection point of Client's network to ensure optimal voice quality. Broadband service that is off-network and/or non-wired with Company and/or not directly connected to and supplied by Company may not provide optimal voice quality. Client is responsible for contacting any type of monitoring or 3rd party service company (i.e., Alarm, Credit Card Processing, Medical Monitoring, etc.), to test the compatibility of any system with the voice service.

Client agrees to at all times keep Company up to date with all subscriber information for maintaining all applicable national databases, including, without limitation, Automatic Local Identification (ALI) Database, Line Information Database (LIDB) and Caller ID with Name Database (CNAM) and national emergency service database as may be available from time to time in support of 911 Services for all voice services provided to Client. Client acknowledges, agrees and understands that 911 Services shall only be available in the Rate Center associated with the particular Direct Inward Dial and Direct Outward Dial number (DID/DOD) assigned to a Subscriber. Client further acknowledges and agrees that 911 Services will not be available to the particular Subscriber and Company shall have no liability to Client or any third party, and Client shall indemnify Company from all third party claims or actions for failure to provide 911 Services to the particular Client in the event of (i) assignment of a DID/DOD to a Subscriber located outside of the Rate Center associated with such DID/DOD; (ii) relocation of the telephone device to which a DID/DOD has been assigned to a location outside of the of the Rate Center associated with such DID/DOD; (iii) outage, degradation or other disruption of power at the Client location; (iv) outage, degradation or other

disruption of the Client broadband Internet connection; (v) Client's failure or delay in maintaining and updating Client information with Company within 24 hours of any change in Client information.

Client acknowledges and agrees to provide Company with a Letter of Agency (LOA) in form and substance as reasonably requested by Company to port (also known as "Port-In") or process any existing telephone numbers to Company provided services. Client has all necessary rights and authority necessary for any Port-In, and Client hereby agrees to indemnify, defend and hold harmless Company, its affiliates and their officers, directors, employees and agents from and against any third party claim related to or arising out of any Port-In (or request for Port-In).

Client acknowledges and agrees that Company may receive requests by Client or a third party provider acting as agent on behalf of Client ("Requesting Party") to port a telephone number currently assigned to a Client to a third party provider (also known as "Port-Out"). The parties agree that Company will support all such requests and will cooperate with the Requesting Party to perform any Port-Out in accordance with the Requesting Party's reasonable directions and Company's standard operating procedures. Upon completion of any Port-Out, the Voice Service associated with the particular Client shall be deemed disconnected and Client shall be responsible for all remaining charges through the date of current term completion provided that Client does not request a new telephone number to be assigned to replace the telephone number that was subject to a Port-Out.

Company and Client agree to jointly cooperate and work together in good faith to identify fraudulent use of any Voice Service and to take all appropriate and necessary action in response to any such fraudulent use. Client acknowledges and agrees they are responsible for all charges attributable to usage of the Service, even if such traffic results from fraudulent or other unauthorized use of the Services. Company will use commercially reasonable efforts to report to Client any fraudulent or unauthorized use of which it becomes aware.

Client shall not use or permit others to use the Services in a manner that could interfere with Services provided to others or that could harm the facilities of Company or its vendors. Such impermissible uses include, but are not limited to, connection of unauthorized equipment, mass calling events or practices (including call center or telemarketing activities), inadequate Client trunking, excessive non-completed calls, and excessive invalid calls. Company may, without liability, initiate immediate action including, but not limited to, interruption of all Client's traffic without notice, to prevent or terminate such activities.

Client acknowledges and understands that the regulatory requirements applicable to VoIP services are currently under development and may be subject to change or clarification. In the event that any regulatory agency with authority over Company and or the Services provided pursuant to this Service Schedule makes any determination that the provision of the Services as contemplated in this Service Schedule is unlawful or if any such agency issues any order, rule or decision, or otherwise takes any action, that imposes additional obligations on Company, or materially increases the costs, performance burden or risks to Company, then Company may either (i) terminate this Service Schedule without liability upon thirty (30) days written notice to Client (or such shorter period as is available to Company before such agency action is effective); or (ii) with ninety (90) day notice to Client, pass such increase costs through to Client and Client may terminate the affected Service without liability by delivering written notice of termination no later than thirty (30) days after the effective date of any rate increase.

Disclaimer of Emergency 9-1-1 services. IF YOUR SERVICES INCLUDE SIP-BASED OR IP-BASED SERVICES, BE ADVISED THAT EMERGENCY 9-1-1 SERVICE WILL NOT FUNCTION OR BE AVAILABLE IF THERE IS A LOSS OF ELECTRICAL POWER OR IF THE BROADBAND CONNECTION IS NOT OPERATIONAL. EMERGENCY 9-1-1 SERVICE WILL NOT BE AVAILABLE AT ANY REMOTE LOCATION IF INTERNAL USERS ARE ALLOWED TO USE THEIR VoIP (VOICE over INTERNET PROTOCOL) -BASED PHONES REMOTELY. CLIENT ACKNOWLEDGES, AGREES AND UNDERSTANDS THAT ANY TELEPHONE EXTENSIONS NOT LOCATED AT THE REGISTERED 911 ADDRESS THAT HAVE BEEN RELOCATED WITH CLIENT OWNED EQUIPMENT WILL NEED TO MAKE OTHER ARRANGEMENTS FOR USE OF THE 9-1-1 SERVICE TO THE ACTUAL PHYSICAL LOCATION OF RELOCATED PHONE EXTENSION. YOUR SIGNATURE ON THE ASSOCIATED QUOTE(S)/PROPOSAL(S) WILL BE YOUR ACKNOWLEDGMENT THAT ALLISON ROYCE & ASSOCIATES, INC. HAS ADVISED YOU OF THESE LIMITATIONS AND THAT YOU ACCEPT THE SERVICES WITH THESE LIMITATIONS.

6.3 INFORMATION BACKUP SERVICES Client agrees to maintain a properly configured Telecommunications Service, as required for transport of the backed up data, and Service must be available 100% of the time during the required transmission period. Service must be of sufficient size and capacity to get the data off site. Telecommunications Service is defined as any networking service or component that is required and that will allow the Backup Solution to properly get the backed up data off site. The Telecommunication Service includes but is not limited to: Modem, Router, Firewall, Cabling, Switches and Power. Failure to have this service available as described may result in loss of backed up data on behalf of the Client.

7. TECHNICAL SUPPORT Company can provide technical support related to problems that arise regarding the access and usage of Company's services during the term of the agreement or subsequent renewal term(s) provided that Client provides a reasonably knowledgeable technical point of contact in which to resolve technical issues which is familiar with Client's computing environment. Company will provide at no charge the initial User ID(s), Password(s), initial configuration settings of communications software and or hardware required to access and use the services provided by Company as identified in the executed Quotes/Proposals. Company may provide additional telephone, remote or on-site technical support or technical consultation at the then current rates as requested by Client for the resolution of issues beyond the scope of services provided, initial configuration settings of communications software and or hardware required to access and use the services and or products provided. Client acknowledges and agrees to pay for all services rendered and that any additional time required beyond the scope of services listed on any Quote/Proposal, including but not limited to client meetings, answering email, out of scope technical support to remediate non Company matters, equipment or account maintenance shall be billed to the Client at the then current rates.

8. ACCOUNT SECURITY/CONFIDENTIALITY

8.1 Although Company takes all necessary steps to provide security for our Clients, security is equally the responsibility of the Client. Maintaining a secure password for each account and practicing then current security procedures will help ensure Client security and provide account protection. Company will cooperate with Local, State and Federal law enforcement agencies in the event of an investigation into suspicious or criminal activity involving Client(s) of Company. Violations of Company's Acceptable Use Policy shall serve as grounds for indefinite suspension of Client's account NOT withstanding any and all monies owed to Company for services identified in the Quote/Proposal for the remaining term of the agreement.

8.2 By virtue of this Agreement, the Parties may have access to information that is confidential or proprietary to one another. Accordingly, this Agreement and all materials, data, information and documents that are disclosed by one Party to the other in fulfilling the obligations and intent of this Agreement, are and shall be considered confidential information. Access to nonpublic information is limited to those persons on a need to know basis only.

8.3 HIPAA COMPLIANCE (When Applicable) Client and Company acknowledge and agree that Client's compliance with HIPAA (Health Insurance Portability and Accountability Act of 1996) is the sole duty and responsibility of the Client. Company and Client acknowledge and agree that Company's compliance with HIPAA (Health Insurance Portability and Accountability Act of 1996) is the sole duty and responsibility of the Company. Notwithstanding a mutually agreed and formally signed Business Associate Agreement (BAA) in good faith and accord with the Health Information Technology for Economic and Clinical Health Act (HITECH Act) between Client and Company, unless stipulated specifically and explicitly as an independent, unique, standalone, particular product line item service offering in the Quote/Proposal, there are no other agreements (written, oral or implied) between the Parties.

9. ACCEPTABLE USE POLICY

9.1 The Company Acceptable Use Policy specifies the actions prohibited by Company to users of the Company Services. The Company reserves the right to modify the Acceptable Use Policy at any time, effective immediately upon posting of the modified Policy to the Company Web site. THIS RIGHT IS NOT WITHSTANDING ANY OTHER AGREEMENT WRITTEN OR OTHERWISE AND SHALL NOT BE SUPERSEDED BY ANY INSTRUMENT WRITTEN OR OTHERWISE. It is in the interest of Company to discourage unlawful and or malicious acts through the use of the Services.

9.2 Illegal Use - The Company Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

9.3 System and Network Security - Violations of system or network security are prohibited, and may result in criminal and civil liability. Company will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

9.3.1 Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

9.3.2 Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

9.3.3 Interference with service to any user, host or network including, without limitation, mail-bombing, disregarding, flooding, deliberate attempts to overload a system and broadcast attacks.

9.3.4 The forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

9.3.5 Sending unsolicited electronic mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay electronic mail without the express permission of the site.

9.3.6 Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A Company CLIENT OR A CLIENT'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CLIENT OR END USER.

Complaints regarding Illegal Use, System or Network Security issues, electronic mail abuse, USENET abuse or SPAM should be sent to the Company abuse point of contact via the Company web site. Company also disclaims liability for any such material the Client may encounter on the Internet.

10. GENERAL TERMS

10.1 Relationship Between the Parties The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance. Client acknowledges, understands and agrees that Client provided service and Client owned equipment insurance policies assuring: casualty, loss, damage, performance, theft or business continuance reimbursement and all other forms of insurance and or protective insurance is not provided by the Company and is the responsibility of the Client.

10.2 Governing Law / Jurisdiction This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of Texas, without regard to such jurisdiction's conflicts of laws requirements, and shall be deemed to be executed in San Antonio, Texas, USA. Any legal action or proceeding relating to this Agreement shall be instituted in a State or Federal court in Bexar County, Texas. Company and Client agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

10.3 Notice All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, to the applicable address listed in the relevant signature block below. Either Party may change its address for notices by providing notice to the other Party pursuant to the procedures in this section. The Company reserves the right to modify the Master Service Agreement/Professional Services Agreement at any time, effective immediately upon posting of the modified Master Service Agreement/Professional Services Agreement to the Company Web site, and Client hereby agrees to the terms of the modified Master Service Agreement/Professional Services Agreement and their application to all Services Provided by Company to Client.

10.4 Facsimile and Electronic Documents as Originals To expedite order processing, Client agrees that Company may treat documents transmitted by fax or electronic mail between Client and Company as original documents; nevertheless, either Party may require the other to exchange original signed documents.

10.5 Severability If any provision of this Agreement or the application thereof, is held to be invalid, unenforceable or superseded by a specific instrument in writing, the remaining provisions of this Agreement will remain in full force, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the Parties hereto.

10.6 Force Majeure If either Party is unable to perform any of its obligations under this agreement because of events beyond its reasonable control, including, but not limited to, natural disasters, actions or decrees of governmental bodies not the fault of the affected Party, strikes, riots, wars, fire or flood, such Party will be excused from performance under this Agreement for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of such events.

10.7 Survival of Obligations The rights and obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive such termination expiration.

10.8 Interpretation The language in all parts of this Agreement shall in all cases be construed simply, as a whole, and in accordance with its fair meaning and not strictly for or against either Party. Any time the word "including" is used and followed by an example, such term shall be deemed to mean "including, without limitation." The Parties agree that this Agreement has been negotiated by the Parties in arm's length negotiations, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, and agree to the particular provisions hereof. Client agrees that no portion of this Agreement is permitted to be modified or

altered from its original form. The titles and headings in this Agreement are for reference purposes only and shall not limit the construction of this Agreement.

10.9 Indemnification Each Party shall indemnify, hold harmless and defend the other Party, its directors, officers, agents, employees and/or representatives from and against any and all claims, demands, causes of action, losses, damages, expenses or liabilities, penalties, proceedings, or suits, including reasonable attorney's fees and court costs, imposed upon either Party by reason of personal injury or death or loss of or damage to personal property, as a result of an intentional or negligent act or omission on the part of the indemnifying party any of its subcontractors, directors, officers, agents, employees and/or representatives in connection with the performance of any obligations arising under this Agreement or any facilities connected therewith, except to the extent such cause of action, loss, expense or liability is caused solely by the gross negligence or willful misconduct of the indemnified party. In the event a cause of action arises from the negligence of both Parties, the relative burden of the cause of action shall be attributed between the Parties in accordance with the principals of comparative negligence.

10.9.1 Email message indemnification CLIENT SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, DAMAGES, SETTLEMENTS, LOSSES, EXPENSES, ATTORNEYS' FEES AND EXPERT WITNESS FEES, EXPENSES, INFORMATION SYSTEMS OUTAGE, LOSS OF BUSINESS OR DAMAGE TO ANY PORTION OF CLIENT'S BUSINESS, ARISING OUT OF OR RESULTING FROM THE COMPANY GRANTED REQUEST BY CLIENT TO ALLOW ANY EMAIL FROM ANY SENDER TO PASS THROUGH THE SPAM STAGE OF MESSAGE THREAT INSPECTION USED BY THE COMPANY WITHOUT ANY CHECKING, INSPECTION OR VERIFICATION OF SAID MESSAGE(S). CLIENT UNDERSTANDS AND AGREES IT IS THE COMPANY'S EXCLUSIVE AND SOLE DISCRETION TO PERMIT SUCH MESSAGE BYPASS OF THE SPAM STAGE OF MESSAGE THREAT INSPECTION.

10.10 LIMITATION OF LIABILITY IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT, REGARDLESS OF WHETHER THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE ONE (1) MONTH PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL THE COMPANY'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

"Company":

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