

HCST Master Service Agreement

This agreement is made between _____, located at _____, (hereinafter "CLIENT") and Hassler Communication Systems Technology, Inc dba HCST (hereinafter "HCST"), whose principal address is at 1430 Oak Court, Suite 312, Beavercreek, Ohio 45430.

WHEREAS, HCST is a provider of Business Information Technology (IT) support services and solutions, including, but not limited to, IT Support Services, Internet Access, Internet Web Services, E-Mail services, Co-location and managed hosting, and hardware and software sales and support, ("Services").

WHEREAS, CLIENT desires to contract with HCST for the provision of HCST Services.

NOW THEREFORE, for and in consideration of the promises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

This Master Service Agreement, in and of itself, is not a commitment by CLIENT to any specific services, nor a promise by HCST to provide any specific services other than those specifically described in an HCST Managed Service Agreement, product or service specific quote or proposal, a Statement of Work for a project effort, or other written agreement.

TERM

This Agreement is effective as of the date of signature by both parties below.

HCST may terminate this agreement or any services provided by HCST with prior written notice to client. Such termination shall not relieve CLIENT of any liability incurred prior to such termination, or for payment of unaffected or term-contracted services. All terms and conditions of this agreement shall continue to apply to any services not so terminated, regardless of the termination of this Agreement.

CLIENT may terminate this agreement or specific services with no less than 30 days written notice or Email addressed to billing@hcst.com, and explicitly acknowledged by HCST. Such termination by client shall not relieve client of obligation for any term-contract services or for payment of any unaffected services.

FEES AND PAYMENTS

Invoices are provided detailing all professional services performed for or products provided to CLIENT. Payment on invoices are due within 15 days of invoice date unless otherwise explicitly noted. Payment for any invoice over 30 days past due may be charged 2% per month (24% per year) interest on any outstanding balance, and CLIENT hereby agrees to pay such interest on past due balances.

Most HCST services are considered sales taxable by the state of Ohio. Unless HCST is provided a properly executed Sales Tax Exemption (Ohio Form STEC-B) prior to invoicing, HCST will charge applicable sales taxes, and Client agrees to include payment for same within the invoice payment terms.

All payments or pre-payments received by HCST are non-refundable, in whole or in part, even if any services are suspended or canceled prior to the end of the term of any such service.

Any dispute with respect to an invoice must be provided in writing or Email to billing@hcst.com within 30 days of the invoice date, or the invoice shall be deemed correct and binding on CLIENT, and CLIENT hereby agrees to pay such balances in full without further dispute.

HCST charges time or professional services in tenths of an hour, by actual time with no minimum charge.

When an HCST technician performs work at CLIENT's location, HCST charges travel time to and from the client location at our published travel rate. Travel charges are made by actual time in tenths of an hour with no minimum charge.

CLIENT will be charged \$25.00 per unpaid check, and the outstanding balance will be considered unpaid and subject to past due charges.

At HCST's sole discretion, HCST may utilize services of a collections agency or attorney to recover past due amounts. CLIENT will be responsible for any and all fees and costs associated with collection and/or legal efforts to recover outstanding balances from CLIENT.

RENEWABLE SERVICES

HCST provides registration services for domain name, secure certificates, and other renewable services on behalf of CLIENT. For those renewable services provided through HCST, HCST will notify CLIENT when renewal fees are due, and it shall be the

responsibility of CLIENT to ensure that such fees are paid to HCST. HCST may, at its discretion, provide courtesy notifications of those services of which it has knowledge and for which CLIENT has obtained through other parties. Should fees go unpaid by the renewal date specified in the renewal notice, these services may be canceled or retained by HCST without further additional notice. HCST shall have no liability whatsoever with respect to any such cancellation, whether such services are provided through HCST or other parties. For renewable services provided by, or under the direct control of HCST, CLIENT grants HCST perpetual and non-exclusive license to any such services until such time as CLIENT has satisfied all obligations and payments under this agreement or any subsequent product or service specific quote or proposal, a Statement of Work for a project effort, or other written agreement.

MONITORING

As a normal part of HCST IT Services, HCST may install licensed software on CLIENT server(s) and workstation(s) which reports system configuration information and monitoring data to HCST's Network Operations Center, and provides for HCST remote control for client support activities. CLIENT hereby acknowledges and approves of installation of this software. HCST acknowledges that at no time is any CLIENT data, other than the above mentioned system-specific information reported to or retained by HCST for monitoring or other purposes.

RELATIONSHIP

This Service Agreement describes services provided as an Independent Contractor. This Service Agreement shall not be construed to form a partnership between the parties nor to create any form of employment relationship or any legal association that would impose liability upon one party for the act or failure to act of the other party.

PERSONNEL

CLIENT acknowledges that HCST is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that HCST would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by HCST. Business and economic policy and professional ethics require that our employees not seek employment with, nor be offered employment by CLIENT during the course of engagement and for period of 1-year thereafter. CLIENT agrees to adhere to this stated professional standard of conduct.

CLIENT agrees that damages resulting from breach by CLIENT of this provision would be difficult to calculate and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this agreement to not hire HCST personnel, CLIENT shall immediately pay HCST an amount equal to 50% of employee's total annual compensation, as liquidated damages and HCST shall have the option to unilaterally terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs HCST would incur to identify, recruit, hire and train suitable replacements for such pirated personnel.

CONFIDENTIALITY

HCST acknowledges that in the course of providing services to CLIENT, HCST may learn or gain access to information from CLIENT certain non-public personal, business, and otherwise confidential information relating to said CLIENT, including confidential information relating to CLIENT's customers, consumers or employees. HCST shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees, as confidential. Computer system-specific information reported and provided to HCST as a normal part of HCST business processes is specifically excluded from the definition of confidential information, and client grants HCST perpetual and non-exclusive license to such information.

HCST shall take all reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law.

CLIENT acknowledges that it also has responsibility to protect records and information of its business, customers, consumers, and employees from unauthorized disclosure or access.

CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed or used by HCST or which comes to CLIENT's attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to HCST.

This provision shall survive termination of this Agreement and any other agreements between CLIENT and HCST

WARRANTIES AND DISCLAIMERS

HCST makes and CLIENT receives no warranty from HCST, express or implied for products or services provided to CLIENT by HCST, and all warranties of merchantability and fitness for a particular purpose are expressly excluded from this Agreement. In no event shall HCST nor any of its directors, employees or other representatives be held liable for any special, incidental, indirect or consequential damages of any kind including, without limitation, those resulting from loss of data, income, profit, and on any theory

of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

Unless indicated otherwise by specific contract in which HCST has complete and exclusive control of CLIENT IT infrastructure, CLIENT shall assume full and exclusive responsibility for the overall effectiveness and efficiency of the operating environment in which the CLIENT network, computer system(s) and other IT resources operate.

INDEMNIFICATION

CLIENT hereby agrees to indemnify and defend at its sole expense HCST, its employees, agents, suppliers, representatives, directors and shareholders from and against any and all claims arising out of or based upon CLIENT's use of any HCST services, software, or hardware provided or serviced hereunder, including, but not limited to, claims based on loss of service, software licensing violations, copyright infringement, trademark infringement and patent infringement.

HCST shall indemnify and save harmless CLIENT and its agents, directors, trustees, and employees from all suits, actions, or claims of any character, type, or description brought or made for, or on account of, any injuries or damages received or sustained by any person or persons or property caused by the negligent or willful acts of HCST or its personnel, subcontractors, agents, and/or employees.

LIABILITY

HCST's liability under this Agreement is limited to the actual direct damages incurred by CLIENT and shall in no event exceed the monthly amount paid for Services hereunder. In no event shall HCST be liable for any incidental, consequential, special, indirect, punitive or third party damages or claims, including but not limited to, lost profits, lost savings, lost productivity, loss of data, and loss from interruption of business, even if previously advised of their possibility and regardless of whether the form of action is in contract, tort or otherwise.

Neither party shall be held liable for any delay or failure in performance of all or a portion or the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, computer virus, or acts or omissions of transportation common carriers.

GENERAL PROVISIONS

- a) Sole Agreement: This Agreement, together with any Managed Service Agreement, Service Order(s) or Service Agreement(s) and any attachments constitutes the entire and only understanding and agreement between HCST and CLIENT with respect to the subject matter hereof and, except as expressly set forth herein, may be amended only in writing signed by each of the parties hereto. In the event of any conflict with a Service Order or Service Agreement, the terms of the Service Order or Service Agreement shall be controlling.
- b) Severability: If a court of competent jurisdiction determines that any terms or provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall continue to be given full force and effect.
- c) Captions: The captions of the paragraphs of this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement or any of the provisions hereof.
- d) Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.
- e) Waiver: Any failure of either party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived, but only if such waiver is in writing and signed by the other parties. Any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or conditions shall not operate as a waiver of and/or set precedence with respect to any subsequent and/or other failure.
- f) Governing Law: Notwithstanding the place where this Agreement may be executed by any party, this Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of Greene County and the State of Ohio, and such laws shall govern all aspects of this Agreement. The parties agree to submit to the personal jurisdiction and venue of the state and federal courts with jurisdiction for Greene County, Ohio, for resolution of all disputes and causes of action arising out of this Agreement, and the parties hereby waive all questions of personal jurisdiction and venue of such courts, including, without limitation, the claim or defense therein that such courts constitute an inconvenient forum.
- g) Assignment: This Agreement and the rights and duties hereunder shall not be assignable by either party hereto except upon written consent of the other.

ACCEPTANCE

The undersigned accept the above terms and conditions, and acknowledge this Agreement shall be effective as of the date of signature by an HCST officer below.

Date:	Date:
Company:	Hassler Communication Systems Technology, Inc.
Name/Title:	Name/Title: BARRY D. HASSLER PRESIDENT
Signature:	Signature: