MASTER SERVICES AGREEMENT

1.0 Scope of Work. Subject to the terms hereof, Future Com, Ltd. (FC) agrees to provide to the Customer identified on the face hereof (the “Customer”) consulting services, including any deliverables (the “Services”), as are described on such Statements of Work as are executed from time to time by both parties (the “Statements”). Statements may be added to this Agreement or may be modified by subsequent Statements by the mutual agreement of the parties. The Statement may include such additional terms as the parties may desire, provided that such terms are expressly stated and no additional or contrary terms shall be implied.

2.0 Price and Payment. The Customer shall pay FC in accordance to the schedule set forth in such Statement. Customer shall pay all invoices for work completed under this Master Services Agreement within 15 days of receipt thereof from FC.

3.0 Taxes. Customer shall pay all sales and other taxes, however designated, which are levied or imposed by reason of the transactions contemplated hereby, except for taxes based on FC’s net income. Customer and FC agree that FC is acting solely as an independent contractor. FC represents to Customer that it is not subject to any back-up withholding requirements.

4.0 Customer Responsibilities. Customer shall (a) provide FC with specific and detailed information concerning, and reasonable access to, Customer’s computer systems and networks as more fully set forth in the Statement; (b) make available to each FC employee physically located on Customer’s premises, access to and time upon Customer’s computer system sufficient for FC to provide the services; (c) provide one employee of Customer who shall have substantial computer systems and network and project management experience to act as a liaison between Customer and FC; and (d) in general, to provide all information, access and full, good faith cooperation reasonably necessary to facilitate the Services. If Customer fails or delays in its performance of any of the foregoing, FC shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance.

5.0 Proprietary Rights. Customer agrees that FC exclusively owns any and all object code, source code, flow charts, documentation, information, reports, test results, findings, ideas and any and all works and other materials developed hereunder (collectively, the “Work Product”) and that title thereto shall remain with FC. All applicable patents, copyrights, trademarks, trade secrets and other rights and interests in the Work Product are and shall remain entirely in FC. Upon payment in full in the amounts due hereunder, Customer shall have a perpetual, non-transferable, non-exclusive license to use any report and findings prepared as part of the Services for its internal business purposes. Nothing contained herein shall be deemed to afford FC any right to any proprietary information of the Customer derived from sources other than FC.

6.0 Non-Disclosure. All data relating to Customer’s business, operations, proprietary information and customers which are acquired by FC as a result of performance hereunder shall be maintained as confidential by FC. Customer shall not sell, transfer, publish, disclose, display or otherwise make available any Work Product to unaffiliated third parties, and shall take all reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing. Customer shall protect the confidentiality of the Work Product with the same degree of care that Customer uses to protect its own most confidential information, but in no event less than reasonable care. The parties recognize that disclosure of any confidential information of the other may irreparably injure the disclosing party, which will be inadequately compensable in damages. Accordingly, the disclosing party may seek and obtain
injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

7.0 Warranty Disclaimer. ALL OF THE SERVICES ARE PROVIDED “AS IS”. FUTURE COM, LTD. MAKES AND CUSTOMER RECEIVES ABSOLUTELY NO WARRANTIES, EXPRESSED OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT FUTURE COM, LTD. SHALL HAVE NO LIABILITIES OR OBLIGATIONS UNDER WARRANTY OR OTHERWISE TO CUSTOMER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE WORK PRODUCT PROVIDED HEREUNDER INCLUDING ANY SERVICES.

8.0 Limitation of Liability. CUSTOMER AGREES THAT FUTURE COM, LTD. SHALL HAVE NO LIABILITY TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING ANY WORK PRODUCT, EVEN IF FUTURE COM, LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WITH THE EXCEPTION OF DIRECT DAMAGES TO CUSTOMER RESULTING FROM FC’S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. IN NO EVENT SHALL FUTURE COM, LTD. BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER HEREUNDER.

9.0 Terms and Termination. This Agreement shall continue in full force and effect until completion of the Services or until terminated in accordance with the provisions hereof. In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement by giving 30 days prior written notice thereof (or 10 days notice in the case of non-payment); provided, however, that this Agreement shall not terminate at the end of the applicable period if the party in breach has cured the breach of which it has been notified prior to the expiration of the applicable period.

10.0 No Hiring. During the term hereof and for twelve (12) months thereafter, neither party shall hire any employee of the other who is involved in providing or utilizing the Services without the prior written consent of such other party. The prohibitions of this Section do not apply to solicitations or hirings made through routine media advertising.

11.0 General Provisions. This Agreement shall be binding upon the parties’ respective successors and permitted assigns. Except for assignment to an affiliated entity, Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of FC. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas (without regard to principles of conflicts of law). The sole jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in Texas. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder. This Agreement and all Statements set forth the entire understanding of the parties as to the subject matter herein and may not be modified except in writing executed by both parties. The rights and remedies of the parties as set forth herein are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. All provisions hereof relating to the following paragraphs shall survive the termination of this Agreement: 5, 6, 7, 8, 10 and 11.

Property Information
The information contained in this Agreement is not for use or disclosure outside Future Com, Ltd. except under written agreement by the contracting Parties.
Future Com, Ltd.
3600 William D. Tate, Suite 300
Grapevine, TX 76051

This agreement is not effective until accepted in writing by Future Com, Ltd.

Accepted:

Company: __________________________
Printed Name: ______________________
By: ________________________________
Title: ______________________________
Date: ______________________________

Accepted:

Future Com, LTD
Printed Name: ______________________
By: ________________________________
Title: ______________________________
Date: ______________________________

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