

MASTER SERVICES AGREEMENT

Q4-2019 VERSION 4

Company Name

Street Address
City, ST ZIP Code

Phone
Email

MASTER SERVICES AGREEMENT

THIS AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES (this "Agreement") is between Transformyx, LLC. ("Company"), a Louisiana Company, located at 6867 Bluebonnet Blvd, Baton Rouge, Louisiana 70810 and _____ ("Customer"). Customer and Company hereby agree as follows:

1. AGREEMENT AND TERM

1.1. Purchase and Sale of Services. During the Term and in accordance with the provisions of this Agreement, Company shall provide and, except as otherwise provided herein, Customer shall purchase the Services (as defined in Section 2.2).

1.2. Term. This Agreement shall begin on the _____ (the "Effective Date") and, unless terminated earlier under Article 8 hereof, shall continue for a period of **12/ 24 / 36 / 48 / 60** (circle one please) months from the Effective Date (the "Initial Term"). Customer agrees to extend this Agreement upon the commissioning of new telecommunications services to create a coterminous relationship between the Services rendered by Company and any third party telecommunications services.

1.3 Renewal. Upon Completion of the Initial Term, this Agreement will renew automatically for 12 months (each a "Renewal Term") unless Customer notifies Company in writing not less than ninety (90) calendar days prior to the end of the Initial Term (or any subsequent Renewal Term, as applicable) that Customer wishes to terminate such services. Renewal of this Agreement is subject to current market rates not to exceed a 20% increase in pricing (up to 5% annually for inflation and cost of goods and service) over the pricing agreed upon in the Initial Term. If Customer re-negotiates a new agreement for a fixed number of months or years (a "New Term"), the pricing will be fixed for that New Term.

2. COMPANY RESPONSIBILITIES

2.1. General. Commencing on the Effective Date, both parties shall use their best efforts to carry out an implementation plan which describes the time-table and steps necessary for Company to begin providing Services under this Agreement.

2.2. Services Provided. Company shall operate, manage, and maintain Customer's information technology systems ("Systems") in accordance with Exhibits 1, 2 and 3 (hereinafter "Services").

2.3. Additional Work. If Customer requests Company to acquire or create additional or replacement equipment or systems, then Company shall provide, and Customer shall pay for such additional work ("Additional Work"). The maintenance of such Additional Work will be governed by the terms and conditions of this Agreement and upon such payment terms as the parties may agree.

2.4 Telecommunications Circuits and Fiber Transport. Customer agrees to be bound by the terms and conditions of third-party carriers related to any and all circuit orders placed on its behalf as part of the overall delivery of Services. Third party carrier agreements will be listed and attached in **Exhibit 6**. Customer expressly agrees that any third-party carrier agreements entered into during the term of this Agreement are also covered by this Section. Customer consents and understands that separate terms and conditions exist and are in force for telecommunications and circuits and that the third-party agreements for telecommunications services and circuits by third parties are separate and apart from this Agreement and remain in force despite cancellation of this Agreement for any reason.

2.5 Disclaimer. Company does not and cannot control the flow of data or Services over the internet. The internet and associated transmission systems are beyond Company's control and is dependent upon the performance of internet services provided by third parties. Although Company will use commercially reasonable efforts to take actions it deems appropriate in response to interruptions or degradations of data flow, Company cannot guarantee that such events will not occur and disclaims all responsibility for the availability or operability of telecommunications or internet services.

3. PERFORMANCE

3.1. Performance Objectives. Company shall use its best efforts to provide Services in accordance with the standards outlined in Exhibit 3 (“Service Level Agreement”).

3.2. Force Majeure. Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by factors beyond the reasonable control of that party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communications line failures, power failures, earthquakes, severe weather, or floods or other natural disasters. No such excused delay or failure shall constitute a default hereof, or, except to the extent a related performance obligations is incomplete or unperformed, be a basis for disputing or withholding amounts payable hereunder.

3.3. Notice of Unauthorized Acts. Each party shall (a) promptly notify the other party of any material unauthorized possession, use, or knowledge, or attempt thereof, of the other party’s systems or data by any person or entity that may become known to such party; (b) assist the other party in investigating such unauthorized acts and taking action to prevent the continuation or recurrence thereof; and (c) provide reasonable cooperation with respect to any litigation or other action deemed necessary by the other party to protect its proprietary rights.

4. PROJECT MANAGEMENT

4.1. Principal Contacts. Each party shall designate and maintain a senior manager within its organization who shall be available to the other party for purposes of discussing all work and business between them.

For Company: **James DuBos, Vice President**

For Customer: _____

5. PAYMENTS TO COMPANY

5.1. Setup & One-Time Fees. Initial setup fees for the Initial Term are due in advance. Setup fees are nonrefundable. Customer must provide full payment for all equipment purchased in connection with this Agreement.

5.2. Invoicing and Payments. Company shall invoice the Customer in advance for the Services. Payment for Services is due on the first day of each month of service. Customer agrees that interest will accrue on all past due invoices at a rate of one and one-half percent (1 ½ %) per month until paid in full.

5.3 Right to Suspend Services. If payment is not received by the fifth day of the month, Company may send a courtesy suspension notice to Customer. Regardless of whether a suspension notice is sent, Company shall have the right to suspend all Services if payment is not received by the tenth day of the month. Company may, in its sole discretion, continue to provide Services despite an overdue invoice; however, such continued performance shall not constitute a waiver of the right to halt Services at any time until payment on the invoice is received. While Services are halted, Customer shall not accrue any credit for fees on any current or subsequent invoice. Company shall have the right to continue to suspend Services until such time that Customer brings all past due amounts current. Company reserves the right to assess a Customer, after suspension of Services, a fee equal to the current total monthly service charges in order to reconnect Services.

5.4. Taxes. Customer shall be responsible for, and shall promptly pay or reimburse Company for the payment of, all sales, use, excise, value-added or similar taxes, assessments, or duties (or other similar charges) imposed by any government agency that are based on or relate to any Services or other items or services provided by Company for Customer. If Customer is tax exempt, Customer must provide all required tax exempt documentation to Company within 10 days of execution of this Agreement.

5.5 Billing Discrepancies. Discrepancies with billing must be submitted in writing to Company’s accounting department by letter or email within ten days of receipt of invoice. Such notification shall NOT relieve Customer of the obligation to make all payments, including amounts disputed, by the due date.

6. CUSTOMER RESPONSIBILITIES

6.1. Cooperation and Assistance. Customer shall cooperate with Company in the performance of Company's obligations hereunder, including (without limitation) the following, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations:

- a. Providing to Company such information, data, access to premises, management decisions, approvals, and acceptances as may be reasonable to permit Company to provide the Services hereunder.
- b. Providing Company with the use of any specific facilities, resources, or other services that were in use by Customer immediately prior to the Effective Date.

6.2. Maintenance of Equipment. Upon execution of this Agreement, Company shall be responsible for the maintenance as described in the Terms of Service, subject to the scope of the Services. Customer shall be responsible for the continued availability of the communications lines to the internet used by Customer and/or Company relating to the Services and Company shall not be responsible for disruptions in internet bandwidth or connectivity provided by third parties.

6.3. Use of Systems and Procedures. Customer shall comply with all operating instructions for the Systems that are issued by Company from time to time. Except as otherwise provided in this Agreement, Customer shall be responsible for the supervision, management, and control of the use of the Systems.

6.4 No High Risk Use. Customer may not use the Services, or provide services to any third party, in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. Examples include, but are not limited to Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices as designated by the Food and Drug Administration. Should Customer breach this provision, whether knowingly or unknowingly, Customer agrees to allow Company to immediately terminate Services and Customer expressly agrees to indemnify Company for any third party claims arising from such high risk use or termination under this section.

6.5 User Conduct. Customer agrees to use the Services and Systems as allowed by applicable local, state, federal, and international laws. Transmission of any material in violation of any international, federal, state or local laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted material, obscene or threatening material, harassing material or any material protected by trade secrets. Customer will be held fully responsible for any damages to Customer, Company, or any other party or parties resulting from any such conduct. Any use of Company's system to engage in software piracy or other violations of law will result in immediate service suspension and will be immediately reported to the appropriate authorities.

6.6 Customer Liaison. Customer agrees that as the individual legally responsible for use of the Services by Customer is at least 18 years of age. Customer agrees to supply Company with a current and truthful full name, postal address, and telephone number for the responsible individual, and has a continued obligation to keep this information current.

7. OWNERSHIP, DATA, AND CONFIDENTIALITY

7.1. Ownership of Systems. Unless specifically stated otherwise, Company reserves the right to determine the means and methods to be used to provide the Services. Company does not acquire any interest in, or have any responsibility for the content of, the information Customer transmits or stores in connection with the Services.

All intellectual property including, but not limited to, reports, work papers, diagrams, and configurations authored or prepared in the course of providing the Services are the property of the Customer to the extent prepared by Customer and the property of Company to the extent prepared by Company.

7.2 Equipment. Tangible computing, communications and other information technology hardware that belongs to Company ("Equipment"), and any Software as may be installed therein belonging to Company, may be consigned to Customer for the duration of this Agreement. Customer agrees that Customer bears risk of loss until Equipment is returned in good working condition to Company. Customer agrees that upon any termination of this Agreement, Customer is obligated to return all Equipment, at Customer's expense, within 45 days of termination. Customer agrees to return Equipment properly and protectively packaged in a sufficient manner so as to protect Equipment

during transport at Customer's expense. Customer agrees that failure to return Equipment within 45 business days will constitute an agreement to purchase said Equipment at market rates. Company retains full ownership of Equipment until full payment is received and processed. Customer does not acquire any ownership interest in, right to access or right to possess any Systems hosted on Company premises.

7.3 Non-Solicitation. Customer acknowledges that Company employees and contractors/consultants constitute a valuable asset of Company, and that its ability to perform services hereunder and for other Customers requires human resource continuity. During the Term and for 12 months after termination, Customer will not attempt to retain or employ the services of any Company employee or contractor/consultant.

7.4. Subcontracting Rights. Customer understands and agrees that Company may use independent third party contractors to provide the Services. Company will monitor activity and access of its contractors on Customer's infrastructure.

7.5. License to Software.

a. Company agrees that it has sufficient licenses and permission to third party software applications installed and used on Company's Systems to allow it to provide the Services contemplated by this Agreement and will show proof of such licenses to Customer upon request.

b. If Customer purchases or leases third party software applications through Company, Company will pass the appropriate licenses on to Customer as contemplated by the third party application's End User License Agreement and/or other applicable license agreement. Customer agrees that it will comply with the terms and conditions of any End User License Agreement for software which is installed on its technology assets.

c. Use of any particular incompatible, unlicensed or unsupported software configuration may be declined at the sole discretion of Company. Company will work with Customer to provide support for Customer's software as long as the software is compatible with, and is currently supported by, the software manufacturer. Although Company cannot guarantee the compatibility of all software with Company servers, Company will install business applications that support the purchased Company service and will work with the Customer's software vendor to attempt compatibility of Customer furnished software.

In addition to the terms of this Agreement, Customer's use of any Microsoft® software is governed by Microsoft's license terms including any use restrictions on Customer's use of the Microsoft software as indicated in Customer's Services Description, such as a limitation on the number of users (a "SAL" license). If Customer uses any non-Company provided software on Customer's Hosted System, then Customer agrees that Customer immediately represents and warrants to Company that Customer has the legal right to use the software in that manner and will indemnify Company for any violations. On Company's request Customer will certify in writing that Customer is in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement, and will provide evidence of Customer's compliance as Company may reasonably request.

7.6. Data. All data pertaining to Customer that is processed by or stored in the System shall be kept confidential and shall not be disclosed to anyone except Company's employees. Company may disclose data pertaining to Customer to agents and contractors of Company who have a "need to know" in order to further or facilitate the performance of the Services only with the prior written approval of Customer. All such data shall be and remain the property of Customer and Company shall, at the expense of Customer, provide Customer with reasonable access to any such data. Promptly after the termination or expiration of this Agreement and the payment to Company of all sums due and owing, Company will, at Customer's request and expense, return to Customer all of Customer's information, data, and files in a mutually agreed upon format and media. If any regulatory body requires or Customer requests a longer retention schedule for such storage media or the data contained on such storage media, Company shall comply with such additional requirements or requests and Customer shall reimburse Company for any additional costs incurred in complying with such requirements or requests.

7.7 Security and Identification. Customer and Company agree that if the security of Services have been compromised, Customer will notify Company, or Company will notify Customer immediately in writing. Customer agrees that if any security violations are believed to have occurred that may affect the Services, Company has the right to suspend access to the Services pending investigation and resolution. Customer also agrees that Company has the right to cooperate in any government or legal investigation regarding any aspect of the Services, including any of the managed servers used by Customer.

7.8. Confidential Information. “Confidential Information” is defined to include all strategic and development plans, business plans, copyrighted and copyrightable information, data transmitted by operation of Services, information relating to processes, trade secrets, data identified as proprietary, marketing and merchandising information, product lists, financial records, network infrastructure and methodologies and related information and all other information which may be disclosed by either party to the other through the provision of Services. Each of the parties hereto agrees to maintain the Confidential Information of the other party in accordance with the following:

- a. Except as otherwise provided in this Agreement, Company agrees that it shall (i) protect the confidential and proprietary nature of the Confidential Information of Customer from disclosure to persons who are not employees, agents, or contractors of Company; (ii) treat the Confidential Information of Customer with at least the same concern and protective measures accorded any Confidential Information of Company; and (iii) not at any time during or after the Term disclose the Confidential Information of Customer, whether directly or indirectly, to any third party (except as otherwise permitted by this Agreement or required by law or regulation), or use the Confidential Information of Customer for any purpose other than the proper and lawful performance of, and exercise of its rights under, this Agreement.
- b. Company shall not have an obligation of confidentiality with regard to any information insofar as the same: (i) was known prior to disclosure; (ii) is or becomes publicly available other than as a result of a breach of this Agreement; or (iii) is disclosed to Company by a third party not subject to an obligation of confidentiality.
- c. Notwithstanding any provision of this Agreement to the contrary, each party shall be free to use in its business, and to disclose in connection with the development and offering of its products and services, any ideas, methods, concepts, know-how, and techniques that are retained in non-tangible form as mental impressions in the course of giving effect to this Agreement.

8. TERMINATION AND RELATED MATTERS

8.1. Termination for Nonpayment. If Customer defaults in the payment of any charges or other amounts due under this Agreement and fails to cure such default within 10 days after receiving written notice specifying such default, then Company may terminate this Agreement, reserving to Company all rights to seek and collect all amounts due and unpaid.

8.2. Termination for Cause. If either party materially defaults in its performance under this Agreement, other than for nonpayment of amounts due to Company, and fails to either substantially cure such default within ten days after receiving written notice specifying the default or, for those defaults that cannot reasonably be cured within ten days, fails to promptly commence curing such default and thereafter proceed with all due diligence to substantially cure the same, then the party not in default may terminate this Agreement. This Agreement may be immediately terminated by either party for cause, effective upon delivery of written notice pursuant to this Agreement to the other party, for commission of fraud, gross negligence or intentional misconduct. Because internet bandwidth and connectivity is not within the scope of Services, any failure or deficiency in internet bandwidth or connectivity is not a valid basis for termination of this Agreement. Any issues with internet services provided by third parties must be addressed with the appropriate third party provider.

8.3. Termination Assistance. Upon the termination of this Agreement for any reason:

- a. In order to assist Customer in terminating applicable Services and transitioning those services away from Company, Company and Customer shall prepare a transition plan setting forth the respective tasks

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to be accomplished by each party in connection with the orderly transition and a schedule pursuant to which the tasks are to be completed (“Transition Services”).

b. Customer shall pay or reimburse Company for:

- i. All costs (collectively, the “Software Consent Costs”) reasonably incurred by Company or Customer that are directly attributable to obtaining from third parties any consents necessary to allow any applicable Systems to be licensed to Customer hereunder;
- ii. All costs (collectively, the “Transition Costs”) reasonably incurred by Company that are directly attributable to providing the Transition Services as described in this Section; and
- iii. Unless the termination of this Agreement or discontinuance of applicable Services occurs as a result of (A) force majeure pursuant to Section 3.2 hereof, or (B) expiration of the Term of this Agreement without further renewal, all costs (collectively, the “Breakage Costs”) reasonably incurred by Company, in connection with its own business and operations, that are directly attributable to the termination of this Agreement or the discontinuation of services hereunder, including, without limitation, (A) any costs for the continuation, elimination, and redeployment of applicable resources, including any costs incurred in connection with the early termination of leases or other agreements relating to those resources, and (B) any losses on the disposition of applicable assets.

8.4. Decommissioning Procedure. In the event of termination of this Agreement, Company shall continue to provide Customer access to all Customer's data for the duration of the period paid for by Customer. Company will assist Customer to export Customer data onto Customer-provided portable media that can be shipped to and accessed by Customer. Customer will pay for cost of media and shipping, and reasonable decommissioning technical support costs if extraordinary effort is required, and with prior written approval. Company will continue to provide all services through the end of notice period as outlined in this Agreement. Company will return all physical equipment and licenses purchased by Customer within one week of termination and payment of account balances. Customer will return any equipment leased by Company within one week of termination. Customer will pay for any equipment shipping charges that may be incurred. For the purposes of decommissioning, the labor rate for technical support will be set at \$175 per hour.

8.5. Termination Schedule. Customer may cancel this Agreement without cause according to the following schedule:

- a. 0-11 Months – 100% of the balance of the remaining payments
- b. 12-23 Month – 90% of the balance of the remaining payments
- c. 24-35 months – 75% of the balance of the remaining payments
- d. 36-48 months – 50% of the balance of the remaining payments

8.6. Third Party Agreements Not Subject to Termination Through Company. Customer may not cancel third party telecommunications and circuit service obtained on behalf of Customer by Company through this Agreement. All efforts to cancel or terminate such third party agreements must be made with the third party provider. Customer shall remain responsible for all third party services provided and invoiced through Company regardless of termination of this Agreement.

9. DISPUTE RESOLUTION

9.1. Performance Review. In the event of any dispute, controversy, or claim between the parties hereto arising from or relating to the subject of this Agreement (a “Dispute”), upon the written request of either party, each of the parties shall appoint a designated officer to meet and negotiate in good faith to resolve such Dispute.

10. LIMITATION OF LIABILITY AND WARRANTY, RELEASE AND INDEMNITY

10.1 ACKNOWLEDGEMENTS. CUSTOMER ACKNOWLEDGES THAT DUE TO THE NATURE OF THE SERVICES BEING PERFORMED, THERE IS POTENTIAL RISK OF DAMAGE TO HARDWARE AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, HARDWARE FAILURE, SOFTWARE CORRUPTION, AND DATA LOSS. CUSTOMER ACKNOWLEDGES THAT

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COMPANY OFFERS NO EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE ON SERVICES OR FOR PARTS PROVIDED. CUSTOMER ACKNOWLEDGES THAT THE USE OF THE SERVICES DEPENDS UPON AN INTERNET CONNECTION AND THAT THE INTERNET IS GENERALLY A "BEST EFFORTS" NETWORK INDEPENDENT OF COMPANY AND FOR WHICH COMPANY IS NOT RESPONSIBLE.

10.2 BEST EFFORTS. COMPANY AGREES TO EXERCISE BEST EFFORTS TO PREVENT AND/OR MINIMIZE DAMAGE TO HARDWARE AND SOFTWARE. HOWEVER COMPANY MAKES NO GUARANTEE OR WARRANTY THAT THE SYSTEM AND ITS SERVICES WILL AVERT, AVOID OR PREVENT THE LOSS OF FILES, DATA, OR OTHER INFORMATION WHICH THE SYSTEM IS DESIGNED TO PROVIDE AS A RESULT OF NATURAL DISASTER OR ACTS OF GOD.

10.3 DATA BACKUP. CUSTOMER AGREES THAT CUSTOMER IS RESPONSIBLE FOR ANY BACKUP, ARCHIVING, OR PROTECTIVE STORAGE AS WELL AS RESTORATION, IF REQUIRED, OF CUSTOMER'S DATA UNLESS CUSTOMER PURCHASES AND COMPANY AGREES TO PROVIDE A BACKUP SERVICE OF SPECIFIC CUSTOMER DATA DESIGNATED AS PART OF SERVICES HEREIN. AS A LIMITATION OF LIABILITY, BACKUP SERVICES, IF INCLUDED WITHIN SERVICES, WILL BE SUBJECT TO EXHIBIT 4.

10.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. NEITHER COMPANY OR CUSTOMER (NOR ANY EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS) IS LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND, OR FOR ANY LOSS THAT COULD HAVE BEEN AVOIDED BY THE DAMAGED PARTY'S USE OF REASONABLE DILIGENCE, EVEN IF THE PARTY RESPONSIBLE FOR THE DAMAGES HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES.

10.5 RELEASE. CUSTOMER ACKNOWLEDGES THAT DESPITE BEST EFFORTS, DAMAGE MAY OCCUR. THEREFORE, CUSTOMER AGREES TO RELEASE AND HOLD HARMLESS COMPANY FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICES OR THE PROVISION OF PARTS AND WAIVES ANY RIGHT TO CONSEQUENTIAL OR INCIDENTAL DAMAGES STEMMING FROM THE PERFORMANCE OF SERVICES. CUSTOMER AGREES THAT IN THE EVENT OF ANY DAMAGE TO CUSTOMER HARDWARE AND/OR SOFTWARE, CUSTOMER SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ALL COSTS TO RESTORE THE HARDWARE AND SOFTWARE TO OPERATING CONDITIONS. COMPANY IS NOT LIABLE TO CUSTOMER FOR FAILING TO PROVIDE SERVICES UNLESS SUCH FAILURE RESULTS FROM A BREACH OF THE TERMS OF SERVICE, OR RESULTS FROM COMPANY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INTENTIONAL BREACH OF THE AGREEMENT.

10.6 LIQUIDATED DAMAGES. THE PARTIES AGREE THAT THE VALUE OF CUSTOMER LOSS WILL BE DIFFICULT TO ESTIMATE. THE MAXIMUM AGGREGATE MONETARY LIABILITY OF COMPANY AND ANY OF ITS EMPLOYEES, AGENTS, SUPPLIERS, OR AFFILIATES IN CONNECTION WITH THE SERVICES, THE AGREEMENT, AND ANY ACT OR OMISSION RELATED TO THE SERVICES OR AGREEMENT, UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, VIOLATION OF LAW, AND INFRINGEMENT) SHALL NOT EXCEED THREE (3) MONTHS' FEES UNDER THE AGREEMENT FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM AS OF THE TIME OF THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM, AS WELL AS FOR ADDITIONAL WORK, THREE (3) MONTHS' FEES PAID FOR THE ADDITIONAL WORK THAT ARE THE SUBJECT OF THE CLAIM.

11. INSURANCE. Each party shall carry and maintain during the Term, at its own cost and expense, commercial general liability insurance of at least \$1 million per occurrence with a \$2 million aggregate. If Customer equipment will be located on Company premises, Client shall carry an "all risk" property insurance policy covering the Customer equipment in an amount equal to its replacement value.

12. MISCELLANEOUS

12.1. Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement unless it first obtains the prior written consent of the other party, which consent may not be unreasonably withheld. Company shall be allowed to assign this Agreement to a successor organization without prior consent if fifty percent (50%) or more of the stock or assets

of the Company are acquired by another person or entity, whether by merger, reorganization, sale, transfer, or other similar transaction.

12.2. Relationship of Parties. Company, in providing Services, is acting as an independent contractor and does not undertake by this Agreement or otherwise to perform any regulatory or contractual obligation of the Customer. Company has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement. Customer shall not be construed to be the tenant, subtenant, joint venturer, agent or employee of Company and this Agreement is not intended to constitute a lease, sublease or license to any real property.

12.3. Waiver. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or agreement contained in this Agreement.

12.4. Media Releases. Company shall not use Customer's name or refer to Customer directly or indirectly in any advertisement, professional, or trade publication, or written business presentation without Customer's consent.

12.5. Entire Agreement. This Agreement and all attached exhibits constitute the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, discharge, or amendment of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

12.6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, exclusive of choice-of-law rules. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties agree and acknowledge that the exclusive jurisdiction for any litigation arising under this Agreement shall be the federal and state courts of East Baton Rouge Parish, State of Louisiana.

12.7 Attorney's Fees. If either party commences any legal action against the other arising out this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, expert witness fees, discovery expenses and reasonable attorney's fees.

12.8. Execution of Agreement. This Agreement shall become effective when Company executes this Agreement. By executing this Agreement, Customer represents that this Agreement has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of Customer.

12.9. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the parties hereto, their successors and permitted assigns, any rights, remedy or claim under or in respect to this Agreement or any provision thereof.

{SIGNATURE PAGE FOLLOWS}

Terms of Agreement

The signatures below indicate agreement to this document's content, that it is valid, has achievable objectives, and represents the intent of Company to meet the system needs of Customer as they relate to the application(s). Any modifications to this Agreement require the review and approval of both parties. This document will remain in effect until replaced with an updated version. It will be reviewed annually for currency, accuracy, and completeness.

IN WITNESS WHEREOF, Company and Customer each have caused this Agreement to be signed and delivered by its duly authorized representative.

Customer Name:	
Customer Address:	
Customer City, State, Zip:	
Customer Phone:	
Customer Web Address:	
Customer Admin Contact:	
Customer Technical Contact:	
Customer Billing Contact:	

Authorized Signature:

Title:

Date:

Transformyx

6867 Bluebonnet Blvd.

Baton Rouge, Louisiana 70810

(225) 761-0088 – office / (225) 767-3445 – fax

Employee Name:

Authorized Signature:

Title:

Date:

Transformyx – Letter of Authorization

_____ (“Customer”) appoints Transformyx (“Agent”) as authorized agent for the purpose of ordering, changing or implementing service to the facilities for Customer. All Services ordered by Agent will remain the responsibility of Agent. This authorization in no way permits Agent to incur any costs or obligations on Customer’s behalf.

This agency relationship shall remain in effect until modified or revoked by Customer. Neither Agent nor Customer shall be precluded by this appointment from dealing directly with any outside telecommunications, internet or technology providers in arranging for other services, or connection to equipment other than those services and commitments specified in this Master Service Agreement.

This Letter of Agency shall supersede any prior documents pursuant to which Customer appoints Agent as agent for the services described herein.

Sincerely,

(authorized representative)

(signature)

(name of business, if applicable)

(address)

(phone)

(email)

EXHIBIT 1 - PRICING AGREEMENT

See e-Quote: _____

Computer Technician:**\$100 p/hour**

Specific responsibilities can vary from position to position, their duties can include:

- Installing hardware and software systems
- Maintaining or repairing equipment
- Troubleshooting a variety of computer issues
- Setting up computer security measures
- Configuring computer networks

Technology Architect:**\$150 p/hour****Cisco Certified Network Associate** Minimum with 3 years' experience

- Ability to create new network design and ability to assess the network requirements and suggest recommendations based on the requirements to the management.
- Co-ordinate, configure and Install network configurations, software's etc. Configure switches, routers and make sure the cables are connected properly is one of the duty of Cisco Network Engineer.
- Ability to create back up strategies for the data and recovery plan for the network.
- Develop designs with 100% Network security and ability to maximize the usage of equipment given by Cisco such as Routers, Hubs, and Switches. etc.
- Monitoring the network is another duty and give prompt support when any issue pops up.
- Promptly report to management about the Network Performance reports, Current status of the Network on time.
- Analyze traffic behaviors to great extent and Find out the issues and solve it.
- It is the duty of a Network Engineer to do performance analysis, proper planning and testing is needed.

Technology Architect Professional:**\$185 p/hour****Cisco Certified Network Professional** and 7 Years' Experience

- Design, lead the implementation and testing of complex IT networks and integration solutions following industry best practices.
- Provide consultation to customer organizations on IT network strategies and system integrations.
- Troubleshoot complex network issues to ensure acceptable (QOS) Quality of Service.
- Lead installation of complex network, multi-phase systems composed of IT infrastructure and systems monitoring across a customer organization.
- Provide technical review of system configurations to ensure viability of system performance.
- Lead and direct a diverse team of internal and external installation resources.
- Shares responsibility of successful project completion with the assigned Project Manager and project team.

Technology Architect Professional:**\$225 p/hour****VMWare Certified Professional, Storage Manufacturer Certified** and 7 Years' Experience

- Design, lead the implementation and testing of complex virtualized and physical system integration solutions following industry best practices.
- Provide consultation to customer organizations on IT network strategies and system integrations.
- Troubleshoot complex network issues to ensure acceptable Performance measurements.
- Lead installation of complex network, multi-phase systems composed of systems infrastructure and systems monitoring across a customer organization.
- Provide technical review of system configurations to ensure viability of system performance.
- Lead and direct a diverse team of internal and external installation resources.
- Shares responsibility of successful project completion with the assigned Project Manager and project team

Technology Architect Expert:**\$225/hour****Cisco Certified Internetwork Expert** and 10 years' experience

- Evaluate Customer technologies and architectures regarding infrastructure needs.
- Interface with management and vendors to develop and implement new solutions to meet business requirements.
- Design and manage the rollout of critical network infrastructures to support products and services, on both a strategic (long term) and tactical (immediate term) level.
- Perform analytical, technical, cost analysis and CAPEX development work in the planning, design, installation and on-going administration and management of core data, broadband and softswitch (VoIP) networks.
- Ensure that network infrastructure is fully documented and performing as required for internal and customer SLA guarantees and expectations by means of specific metrics and measurements.
- Provide technical expertise and support to Operations in the ongoing maintenance and surveillance of related networks and applications.
- Provide technical expertise to Product Development to develop new product strategies and enhance existing product sets.
- Demonstrated in-depth knowledge of LAN/WAN support and engineering design for voice, data and video networks at Access, Aggregation, and Core network locations
- Thorough understanding of modern service provider TCP/IP data networks using standards and technologies including but not limited to: MPLS, IS-IS, OSPF, BGP4, STP, RSTP, 802.1q, 802.1ah, SIP
- Superior knowledge, skills and experience with Cisco routing hardware, software, protocols, softswitches, Session Border Controllers, firewalls, etc.
- Strong working knowledge of structured cabling systems, network facilities, electrical, UPS, etc.

EXHIBIT 2 - SPECIFICATIONS

See eQuote _____

EXHIBIT 3 - SERVICE LEVEL AGREEMENT

1. **Network Availability and Uptime.** Company guarantees that its internal network and connectivity (exclusive of third party providers) shall be available 99.9 percent of the time as defined herein. This 99.9 percent guarantee covers the availability of all internet switches, peering, cabling, hubs, routers, DNS servers, load balancers, centralized servers, network appliances, backup and storage devices, management consoles, gateways and other equipment now or in the future deemed as a requirement for connecting to the internet and providing Company's services to Customer. This guarantee does not include availability or performance of the internet.

2. **Infrastructure Availability and Uptime.** Company guarantees that Company's infrastructure shall be made available 99.9 percent of the time as defined herein. This 99.9 percent guarantee covers the availability of all power requirements, UPS/PDU, power cabling and other infrastructure or equipment, now or in the future deemed as a requirement for maintaining the network infrastructure and providing Company's services to Customer. This infrastructure availability and uptime guarantee shall not extend to node access systems or to individual computer power supplies or computers or servers that are shut down due to excessive heat problems. This guarantee does not include availability or performance of the internet.

3. **Uptime Guarantee and Customer Credits.** In the event that Customer suffers any "downtime" or lack of network or infrastructure availability provided by Company, the Customer shall receive a credit on its account subject to the table below. All requests for credit must be made within ten days from the occurrence of the downtime and must be made in writing via a support ticket. All credit requests must be verified by the Company and credits may take up to 30 days to appear on Customer's account. Company reserves the right to revoke any credit for downtime issues that are later discovered to have been caused by or attributed to Customer activity or external forces not related to Company network or hardware.

AVAILABILITY	DOWN TIME PER MONTH	SERVICE LEVEL CREDIT
99.9% - 100%	43.2 minutes	0% of Monthly Bill
99.8% - 99.9%	86.23 minutes	5% of Monthly Bill
99.5% - 99.8%	3.60 hours	10% of Monthly Bill
99% - 99.5%	7.2 hours	15% of Monthly Bill
0% - 99%	>8 hours	100% of Monthly Bill

4. **First Tier Support.** For managed services, Customer will contact the Company help desk via the Transformyx web based ticketing infrastructure or phone (**225-761-0088**). Transformyx will respond to a support call or support ticket email within one hour of receipt during normal business hours of 6:00 am to 6:00 pm (central time), Monday through Friday excluding holidays as defined on Transformyx's website. If the support request is received outside of normal business hours, Company will respond by 9:00 a.m. on the first business day following the receipt of the support ticket. After-hours support packages are offered to those Customer for an additional charge. For the purposes of this Agreement, "respond" is defined as a Company representative contacting the Customer via telephone or email and advising that Company is actively working on the problem, and providing follow up if the problem is unresolved after specified periods of time, but does not mean that resolution of the problem complained of will be achieved in the specified time period.

5. **Urgent Support.** If Customer requests a response or work on a special project outside the scope of the Services, outside the scope of this Agreement, or beyond Normal Network Operations, Customer agrees to pay the rates as defined on Transformyx's website per hour for remote and/or on-site work for that support in addition to Customer's regular monthly support fees under the Agreement. For the purposes of this Agreement, "Normal Network Operations" is defined as the functionality and standard operations of Customer's existing network, systems, devices and servers.

6. Normal Business Hourly Rates. The current hourly rates are as defined on Transformyx's website and covers time billed Monday – Friday from 8am to 5pm unless otherwise stated in this agreement or on a specific eQuote generated for and accepted by Customer specific to this service engagement.

7. After Hours M-F Business Hourly Rates. After Hours rates are 1.5 times the current hourly rates expressed on Transformyx's website and covers time billed Monday – Friday from 5:00pm – 8:00am unless otherwise stated in this agreement or on a specific Quote generated for and accepted by Customer.

8. Weekend and Holiday Business Hourly Rates. After Hours rates are 2 times the current hourly rates expressed on Transformyx's website and covers time billed on Holidays and Saturday – Sunday from 12am – 12pm unless otherwise stated in this agreement or on a specific Quote generated for and accepted by Customer.

9. Customer Obligations. Customer agrees to:

- a. Provide detailed specifications for any new requirements for modifications or expansion of services and support.
- b. Provide Company with at least one week's notice (non-emergency situations) and 48 hours' notice (emergency situations) for any changes, to be performed by Company, to any systems NOT under management/monitoring by Company, especially any systems that are connected to the network.
- c. Provide any specialized forms and supplies necessary for Company to furnish Services.
- d. Provide Company with updated information about changes such as the designated representative, or additions/changes to the hardware and software.
- e. Establish internal procedures for coordinating requests to Company on new requirements or modifications to the network.
- f. Provide Company with current passwords to servers, routers, firewalls, network switches or other network hardware and/or application software (for managed services).
- g. Respond to routine inquiries from Company employees relating to Services.
- h. Designate a contact person for Company personnel and ensure that the designated contact list is current.
- i. Abide by the terms and conditions of the Master Service Agreement.

10. IT Security Services Guarantee. All Recurring IT Security Services are guaranteed to be performed and documented or client will receive 3% of the contracted monthly billing per failure up to 100% of the monthly billing.

EXHIBIT 4 – DATA RETENTION AND STORAGE POLICIES

If included within the scope of Services, the following shall apply to retention and backup of Customer data:

1. Company shall retain Content as defined and outlined herein.
2. “Content” is defined as Customer data installed on or generated from the operation of Services. Customer is solely responsible for the development, operation and maintenance of Content.
3. Customer shall be solely responsible for the technical operation of Services in the manipulation of Content including but not limited to ensuring that operational commands Customer makes to any service are compatible with then current APIs for that service.
4. Customer shall make reasonable attempts to comply with service application policies, procedures and shall comply with all applicable law.
5. Customer shall be responsible for any claims relating to Content that arise from Customer’s acts or omissions.
6. Customer shall be responsible for properly handling and processing notices sent to Customer or affiliates by any person claiming that Content violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act.
7. Data backups of Content are stored for 14 days at a single location.
8. Company will implement reasonable and appropriate measures designed to help secure Content against accidental or unlawful loss, access or disclosure.
9. Company will not move Content from Transformyx controlled facilities unless required to do so in order to comply with lawful requests of authorized governmental entities.
10. Customer shall consent to Company collection, use and disclosure of information associated with the Service and to the processing of Content in accordance with Company privacy policies and as lawful requests are made by authorized entities
11. Company shall return to Customer appropriate copies of all Content and any software where software is not licensed by Company, but is licensed by Customer, within 15 days after termination of this Agreement provided all Customer due and payable charges have been paid in full as provided for in this Agreement.
12. Customer shall provide or pay for requested media and shipment method for the return of Content.
13. Company will employ backup at specific time intervals and Company will have no liability for any data lost in the time between backups.

EXHIBIT 5 - Transformyx Alternate Provider E911 Terms and Conditions

Transformyx – Transformyx, Inc and it's contractors, agents, employees, associates, shareholders, partners and anyone working with or for Transformyx, Inc and it's subsidiaries.

Customer - You, the person or entity, and it's contractors, agents, employees, associates, shareholders, partners, or associates using the Transformyx telephone service.

911 - Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP: Public Safety Answering Point, VoIP: Voice over IP

Terms & Conditions

Due to pursuant FCC rulings and regulations, all customers who are using Transformyx Hosted Phone Solutions as their primary business telephone service must activate 911 Emergency Services on at least one of their telephone numbers. Enhanced 911, the portion of our 911 service which delivers physical address information to your local PSAP is not guaranteed. It is possible that your physical address information may not be passed to the PSAP dispatcher. On occasions such as this you will be required to give the dispatcher the location of your emergency in order to receive emergency service assistance.

Unfortunately, Enhanced 911 service is not available to every location within the United States at this time. Our provider, is working rapidly to expand their coverage areas within the US and is expecting to cover all area of the United States soon. For locations e911 is not currently available; you will be required to announce the location of your emergency to the PSAP dispatcher.

Due to the nature and instability of VoIP networks, we cannot and do not guarantee your emergency call will go through. Loss of power, Internet access and or several other conditions may cause 911 to be inoperable. We have no control over those types of situations therefore are not held liable. Transformyx will do everything within their power to prevent service outages within it's network.

In order for e911 address information to be passed to your local PSAP dispatcher, Transformyx will set each extension at the location with a special outbound caller-id. Customer is required to provide immediate notice anytime a new extension is added or moved from the location. If Transformyx is not notified of this change, any calls to 911 from the extension may result in emergency officials arriving at the wrong location or 911 not working at all.

By using an alternate provider for Enhanced 911 service, Customer agrees that Transformyx, it's contractors, executives, members, customers, agents, employees, carriers, 911 providers, and any anyone else associated with Transformyx is not held liable for emergency calls failing, even if it is determined that it is the fault of Transformyx or it's associates. Customer further agrees that they will notify their Customers, contractors, agents, employees, associates, shareholders, partners, and anyone who may use the Transformyx 911 service of our limitations and make Customers agree to not hold Transformyx or Customer liable.

By signing below you agree to the previously stated Terms and Conditions of our alternate 911/e911 service.

Company Name

Authorized Representative (please print)

Authorized Representative Signature

Date