

MASTER COMPUTER SERVICES AGREEMENT – TERMS AND CONDITIONS
COMPUTER SOLUTIONS GROUP ENTERPRISES, INC.
4945 Lenoir Avenue, Jacksonville, Florida 32216

THIS MASTER COMPUTER SERVICES AGREEMENT (this “Agreement”) is made by and between the Company and the Client named on page one (1) of this Agreement. In consideration of the mutual covenants contained herein, the Company and the Client agree as follows:

ARTICLE 1: AGREEMENT

1.01 Agreement. The Company agrees to perform the computer diagnostic and repair services (the “Services”) described on the work order attached hereto and any subsequent work orders (each a “Work Order”) between the Company and the Client. The Client agrees to pay for such Services, at the prevailing billing rates.

1.02 Subsequent Work Orders. The Client acknowledges and agrees that any subsequent work orders are governed by this Agreement and shall be subject to the Terms and Conditions of this Agreement.

ARTICLE 2: ESTIMATES; PAYMENT

2.01 Estimates. The Company may, at the Client’s request, provide the Client with an estimate of the fees and expenses for the Services. The Client acknowledges that any such estimates (i) are minimal estimates for labor and materials, (ii) are not binding and (iii) may vary from the actual fees and expenses incurred. Final fees and expenses shall be stated on the invoice delivered to the Client. The Services listed in the Service Form may be relied upon as an estimate, unless otherwise agreed in writing by either party, and the Service Form shall be incorporated by reference into this Agreement.

2.02 Payment; Expenses; Sales Tax. The Client agrees to pay all invoices within thirty (30) days of receipt. The Client shall pay interest on all overdue balances at the maximum rate allowed by law. The Client shall pay for all collection, legal fees and court costs incurred by the Company in connection with any default in payment. The Client shall reimburse the Company for all expenses arising from the Services, including any and all sales tax applicable to the Services performed for the Client by the Company.

2.03 Service Estimate and Retainer. Estimates and retainer fees are detailed on the Service Form form, and is incorporated into this Agreement by reference. The Client shall approve of the Services provided and satisfy the Retainer fee, as requested by the Company.

2.04 Retainer. The Services, time/unit estimates, and cost estimates proposed are not to be interpreted as final and complete. Client expressly understands that performance of the Services commences upon full payment of the cost estimate (“Retainer”). Performance of Services and the time expended in performing the Services are billed against the Retainer. Under this Agreement, the Company agrees to refund the portion of the Retainer for: a) Services not rendered; or, b) Services rendered but completed before the time estimate proposed. In the event that, after payment of the Retainer, the Client terminates the Agreement, the Company reserves the right to refuse to refund the Retainer in whole or in part. A Retainer can be exhausted for a number of reasons including, but not limited to: a) Discovery of additional necessary Services, the necessity of which was unforeseen prior to rendering the Services; and/or, b) Necessity of additional time to complete the Services, such necessity being unforeseen prior to rendering the Services. If the Retainer is exhausted, the Company shall have the option of a) Requesting additional payments to complete the Services; or b) Complete the Services, billing on an hourly basis, and submit an invoice to the Client.

ARTICLE 3: COMMENCEMENT OF WORK

The Company shall commence work at a mutually agreed upon time after receipt of a Work Order signed by a duly authorized representative of the Client.

ARTICLE 4: WARRANTY

4.01 Warranty. Company warrants that all Services shall be performed by a qualified technician.

4.02 Disclaimer of Warranties. THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED WHICH ARE HEREBY DISCLAIMED BY THE COMPANY, including without limitation any warranty of merchantability or fitness for a particular purpose or use. The Company disclaims any liability for any modifications, patches or parts that are supplied by an equipment manufacturer or software company used in performing the Services. The Company shall not be responsible for any loss or damage to any equipment due to fire, theft, or any other causes beyond the Company’s control. The Company shall not be liable for any loss or damage caused by the Company’s delay in furnishing Services or any other performance under or pursuant to this Agreement. The Client’s sole and exclusive remedies for breach of any and all warranties and the Company’s liability of any kind (including liability for negligence) under this Agreement shall be limited to a refund of any monies paid to the Company in connection with the performance of Services under the applicable Work Order. In no event shall the Company be liable for any special, indirect, incidental, or consequential losses or damages.

ARTICLE 5: INDEMNIFICATION

The Client shall indemnify and hold harmless, to the fullest extent permitted by law, the Company and all of its agents and employees from and against all claims, damages, losses, expenses, and legal fees arising out of, pertaining to, or resulting from any wrongdoing, negligence, and/or breach of contract by the Client, alleged or otherwise, that is related to the Services, including trademark or copyright infringement.

ARTICLE 6: DISPUTE RESOLUTION

6.01 Negotiation. Except for issues of non-payment, the parties shall attempt in good faith to resolve any dispute arising out of, connected with, related to or incidental to this Agreement promptly by good faith negotiation. Any party may give the other party written notice of any dispute and within ten (10) business days after the delivery of such written notice, the parties involved in such dispute shall meet at a mutually acceptable time and place to exchange relevant information and to attempt to resolve the dispute. If the dispute has not been resolved within thirty (30) days after the delivery of the notice of dispute, any

party involved in such dispute may initiate mediation of the dispute as provided in Section 6.02.

6.02 Mediation. If any dispute arising out of, connected with, related to or incidental to this Agreement has not been resolved by negotiation as provided in Section 6.01, the parties shall attempt to resolve the dispute by mediation under the then current Model Procedure for Mediation of Business Disputes of the Center for Public Resources, Inc. (“CPR”), 366 Madison Avenue, New York, New York 10017. The parties shall select a neutral third party from the CPR’s Panel of Neutrals. If the parties encounter difficulty in agreeing on a neutral third party, they shall seek the assistance of CPR in the selection process. The mediation shall take place in Jacksonville, Florida.

6.03 Costs and Expenses. The parties involved in dispute resolution procedures pursuant to Section 6.01 and/or Section 6.02 shall bear their respective out-of-pocket costs and expenses incurred in connection with such dispute resolution procedures, including filing fees, costs, witness fees, and reasonable fees and disbursements of outside legal counsel, investigators, expert witnesses, accountants and other professionals (collectively, “Litigation Expenses”), except that the parties involved in such dispute resolution procedures shall share equally the costs and expenses of any neutral third party and the costs and expenses of any facility used in connection with such dispute resolution.

6.04 Confidentiality. All negotiations arising out of, connected to, related to or incidental to any non-litigated procedures provided in this Agreement are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence of all applicable jurisdictions.

ARTICLE 7: TERMINATION

Either party may terminate this Agreement at any time. Upon termination of this Agreement, the Client shall pay the Company for all labor, materials and other expenses incurred under this Agreement prior to and including the effective date of termination. Except as expressly provided in this Agreement, the termination of this Agreement shall not terminate or otherwise affect any parties’ rights or obligations that existed prior to or on the effective date of such termination.

ARTICLE 8: MISCELLANEOUS

8.01 Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by courier, facsimile, overnight mail, registered mail, express mail or certified mail, postage prepaid, return receipt requested. Notice shall be deemed effective upon delivery. All notices to the Client shall be delivered to the contact person and address provided for the Client on page 1 of this Agreement. All notices to the Company shall be delivered to Calvin H. Waller, Jr. at the address provided for the Company on page one (1) of this Agreement, with a copy to the Company’s attorney at: Yau Law, Attn: Jo-Anne Yau, 10435 Midtown Parkway, Suite 250, Jacksonville, FL 32246.

8.02 Applicable Law; Waiver of Jury Trial. The laws of the State of Florida shall govern the construction, interpretation and enforceability of this Agreement. Venue shall lie in Duval County, Florida. The Client, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon advice of competent counsel: (a) submits to personal jurisdiction in the State of Florida over any suit, action or proceeding by any person arising from or relating to this Agreement, or the relationship of the parties hereto; (b) agrees that any such action, suit or proceeding shall be brought in any state or federal court of competent jurisdiction sitting in Duval County, Florida; (c) submits to the jurisdiction and venue of such courts; and (d) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any forum other than as provided in this Agreement. The Client further acknowledges that nothing herein shall affect the Company’s right to bring any action, suit or proceeding in any other forum to the extent necessary to enforce its rights under this Agreement. **AS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS OF THIS AGREEMENT.**

8.03 Force Majeure. Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including (without limitation) fire, storm, flood, earthquake, explosion, accidents, public disorder, acts of terrorism, sabotage, strike, labor shortages, riots or acts of God.

8.04 Survival. Each provision of this Agreement that by its terms or meaning is intended to survive, shall survive any termination of this Agreement.

8.05 Entire Agreement & Severability. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements between the parties related to the subject matter hereof. If any portion of this Agreement is held invalid, the remainder of this Agreement shall not be invalidated or affected thereby.

8.06 Modification & Transfer. This Agreement may not be modified, changed or altered except by written agreement signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

8.07 Waiver. If either party delays or fails to enforce any term or condition of this Agreement, such delay or failure shall not be considered a waiver of enforcement of that term or any other term or condition. If a party consents or approves of any act by the other party, such consent or approval shall not be considered a waiver of consent or approval for any subsequent similar act. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

8.08 Facsimile Signatures. Any signature delivered by facsimile, telecopy or other electronic device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.