

MASTER SERVICE AGREEMENT

PARTIES

This Master Services Agreement (“MSA”) between InfiNet Solutions, Inc. hereby known as “InfiNet” and _____ hereby known as “Client” is made effective as of the date indicated below the Client signature on this agreement. InfiNet for good and valid consideration agrees with Client to furnish certain information technology related services as provided in this MSA.

1. INTRODUCTION

InfiNet is in the business of managing Information Technology Business Infrastructure. This includes but is not limited to: End User Workstations, Networks, Servers, VoIP systems, and Software.

This MSA sets forth the terms and conditions of InfiNet’s delivery and Client’s receipt of any or all services provided by InfiNet, including Project Services and Procurement Services. The specific services to be provided under this MSA are identified in the Supplemental Agreements, Proposals and/or Orders submitted by Client and accepted by InfiNet. **Each agreement will outline and define the SLA (Service Level Agreement) respectively.** This MSA is intended to cover all Services ordered by Client and provided by InfiNet. Neither this MSA nor any rights hereunder may be assigned nor otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains. In view of the covenants herein contained and the

agreements hereunder taken, the parties hereto agree to as follows:

2. DELIVERY OF SERVICES AND TERM

By submitting an Order, accepting proposal(s), and signing any Supplemental Agreements, Client agrees to take and pay for said Orders, Proposals and Supplemental Agreements. Upon accepting the Order, Proposal, or Supplemental Agreements, InfiNet agrees to provide, the Services specified on the Order, Proposal, or Supplemental Agreements during the initial term and for any renewal terms as specified below.

The term for each Supplemental Service will commence on the service commencement date indicated in the Commencement / Terms section on any accepted service / product/ agreement/proposal.

Renewal terms: Each Service will continue to be renewed automatically for additional terms equal to the initial term (“Renewal Term”) unless Client notifies InfiNet in writing at least 60 Days prior to the end of the Initial Term or Renewal Term, in which case such Service shall terminate at the end of such term. The termination of such Service shall not affect Client’s obligations to pay for other Services even within the same agreement. Notwithstanding the foregoing, InfiNet may change the term or increase the prices it charges Client for any Service at any time after 30 days of agreement execution after providing 30 days written notice to Client.

Delivery of Ad Hoc and Emergency Services

The purpose of this section is to enable InfiNet to provide Client with certain limited services and equipment as needed by Client on an Ad

Hoc or Emergency basis. Such services are not included in the scope of this MSA or any Supplemental Agreement. Ad Hoc and Emergency Services may include, as an example, a request from Client to InfiNet via ticket or phone call that InfiNet replace Client owned hardware with InfiNet owned hardware for temporary amount of time. Client agrees to pay InfiNet the fees charged by InfiNet for Ad Hoc and Emergency Services as listed in the Rate Schedule (see page 3). InfiNet will use commercially reasonable efforts to provide Ad Hoc and Emergency Services. All Ad Hoc and Emergency Services provided are on an “as-is” basis and exclude warranties of any kind, whether express or implied.

If InfiNet reasonably determines that Emergency Services are necessary, InfiNet may provide such services without the consent of Client. InfiNet will thereafter provide notice of these Emergency Services to Client and bill Client a reasonable fee for such services. Client agrees to pay InfiNet the fees charged by InfiNet for Emergency Services. Client can specifically remove their consent to Emergency services by sending a written letter to our offices stating that they do not wish for us to carry out Emergency Services without their consent. Should the Emergency Services provision of this section be rejected, Client’s consent will be required before the execution of any Emergency Services. By entering a rejection response to the Emergency Services provisions of this section Client agrees to:

Waive all cause of action against InfiNet, and

Forever hold InfiNet harmless, for any and all damages arising out of InfiNet’s failure to act during any delay period required to obtain

Client’s consent to the provision of Emergency Services.

Billing for Ad Hoc and Emergency Services: Client will be charged for Ad Hoc and Emergency Services in accordance with the Rate Schedule (see page 3). Client will be charged for Ad Hoc and Emergency Services the same month that the services are carried out.

3. Payment Terms Fees and Expense

Client will pay for all fees and expenses due according to the prices and terms listed on the accepted Order, Proposal, or Supplemental Agreements.

On the Service Commencement Date for each Order, Proposal, or Supplemental Agreement, Client will be billed a down payment invoice of 50% of non-recurring charges indicated in the respective Proposal or Agreement. Monthly recurring charges for all subsequent months will be billed in advance of service. Monthly recurring charges can be paid via ACH on or before the payment due date. Please reference the Cash Discount (see page 3) portion of this section for additional details. All other charges for Services and expenses incurred during the month (e.g., time and materials, travels expenses, etc.) will be billed at the end of the month in which Services were provided. Payment for these other charges is due upon invoice due date and can be paid via ACH. Rejected ACH attempts that result in bank fees, will be passed on to Client in addition to any applicable administrative fees.

Late payments: Any payment not received upon due date will accrue at a rate of one and a half percent (1.5%) per month. If Client is ever

delinquent in its payments, InfiNet may, upon written notice to Client, modify payment terms to require full payment before the execution of all further services or require other assurances to secure Client's payment obligations under this MSA. InfiNet has the right to deny Services until full payment has been received.

Taxes: All fees charged by InfiNet are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the transaction or the delivery of Services, all of which Client will be responsible for and will pay in full. Organizations who hold a valid Tax-Exempt status will not be held to this tax provision.

Cash Discounts: All pricing reflects a five percent (5%) cash discount pursuant to the ACH provision noted above. Check and Credit card payments are not eligible for the five percent (5%) discount.

Collection: Cost of collection, including reasonable attorney's fees, shall be borne by Client. Client agrees merchandise remains the property of InfiNet until paid in full.

Merchandise purchase: InfiNet does not guarantee the availability of products quoted. Quotes are provided with an expiration date. This expiration date allows us to offer best in class services and hardware at a better value to Client. All unopened hardware may be returned within 30 days. There is a ten percent (10%) restocking fee on all items except special order items. There is a twenty percent (20%) restocking fee on special order items. Should the purchase of merchandise require special shipping to the Client location the expense shall be borne by the Client. Software cannot be returned or refunded. Non custom build

hardware is sold with a manufacturer's warranty only. Custom builds carry an InfiNet warranty of three years from the date of sale. **4. Rate Schedule**

All Services outside of Supplemental Agreements, Orders, or Proposals will be billed at \$125.00 per hour. InfiNet guarantees no SLA on services outside of specified agreements.

5. SUITABILITY

Minimum Standards Required for Services: InfiNet maintains minimum standards for providing Service to Client. These standards will be reviewed and presented to Client. These standards include but are not limited to: Hardware, Software, Backups, Security Practices, and Insurance. Client must sign liability waiver for continued Services from InfiNet for any Minimum Standards they do not agree to. Client must maintain Insurance including Cyber Insurance for InfiNet to provide Services.

6. CONFIDENTIALITY

Nondisclosure of Confidential Information: Both InfiNet and Client acknowledge that it will have access to certain confidential information of each other's, concerning the other party's business, plans, technology, products and any other information held in confidence by each party "Confidential Information". Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure should be considered confidential. Confidential information will include, but is not limited to InfiNet technology, Client technology, and the terms and conditions of this MSA and all documents incorporated by reference to this

MSA. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purpose of, this MSA, nor disclose to any third party (except as required by law or to that third party's attorneys, accountants and other advisors as reasonably necessary, any of the other party's Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party's Confidential Information, at least as stringent measures as it takes to protect its own Confidential Information.

Exceptions: Information will not be deemed Confidential Information under this MSA if such information (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this MSA by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose confidential information pursuant to the requirements of a governmental agency or by operations of law.

7. Intellectual Property

Ownership. Except for the rights expressly granted in this MSA, this MSA does not transfer from InfiNet to Client any InfiNet technology, and all right, title, and interest in and to InfiNet will remain solely with InfiNet. Except for the

rights expressly granted in this MSA, this MSA does not transfer from Client to InfiNet any Client technology, and all right, title, and interest in and to Client technology will remain solely with Client. InfiNet and Client each agree that they will not, directly, or indirectly, reverse engineer, decompile disassemble or otherwise attempt to derive trade secrets from the other party.

General skills and knowledge:

Notwithstanding anything to the contrary in this MSA, InfiNet will not be prohibited or enjoined at any time by Client from utilizing any skills or knowledge of a general nature acquired during the course or providing any Services including without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another Client of InfiNet.

8. Service Warranties

Representations and Warranties: InfiNet represents and warrants that (i) it has the legal right and authority to enter into this MSA and perform its obligations under this MSA and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable U.S laws or regulations with any third parties. In the event of a breach of the warranties set forth in this section Client's sole remedy is termination pursuant to the Termination Section (see page 6) of this MSA.

9. Insurance

InfiNet agrees to keep in full force and effect during the term of this MSA (i) comprehensive general liability insurance in an amount no less than 2 million per occurrence for bodily injury or property damage and (ii) workers' compensation insurance in an amount not less

than that required by applicable law, if any. InfiNet agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage levels no less than those required by law and customary in InfiNet's and its agents' industries.

10. Non-solicitation of employees

During the term of this agreement and for a period of twelve (12) months thereafter, Client agrees not to solicit, recruit, or employ any employee of InfiNet without the prior written consent of management.

If employment begins with a Client or affiliates occurs during the exclusions period, the parties hereby agree that InfiNet will be damaged, but that the amount of this damage will be difficult to ascertain. Accordingly, the parties agree that for each such agent, consultant, or employee, directly or indirectly employed or utilized as an employee, consultant or independent contractor by Client within such period, Client will pay InfiNet two times (2x) the total annual cost of the employee, including total value of benefits, taxes, and other costs.

11. Limitation of liability

Consequential Damages Waiver: Except for a breach of the confidential information provisions in no event will either party be held liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

InfiNet offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.

InfiNet makes no other warranties, whether written, oral, or implied, including without limitation warranty of fitness for purpose of merchantability. In no event shall InfiNet be liable for special or consequential damages, either in contract or tort, whether the possibility of such damages has been disclosed to InfiNet in advance or could have been reasonably foreseen by InfiNet.

12. Indemnification

Indemnification: Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses and expenses (including, but not limited to, reasonable attorney's fees) (Collectively, "Losses" Resulting from any claim, suit, action or proceeding (each an action) Brought by any third party against the other or its affiliated alleging (i) infringement or misappropriation of any intellectual property right relating to the delivery or use of services (but excluding any infringement contributorily caused by the other party); (ii) personal injury caused by the negligence or willful misconduct of the other party.

Each party's indemnification obligations under this MSA shall be subject to (i) receiving prompt written notice of the existence of any Action (ii) being able to, at its option, control the defense of such Action (iii) permitting the indemnified party to participate in the defense of any Action;

and (iv) receiving full cooperation of the indemnified party in the defense thereof.

13. Terminations

Either party can terminate this MSA as follows: (i) the other party breaches any material term or condition of this TMA and fails to correct such breach within thirty (30) days after receipt of the written notice of the same, except in the failure to pay fees, which must be remedied within 15 calendar days after receipt of written notice from InfiNet; without cause, upon sixty (60) days written notice, or (iii) other party becomes a member of a voluntary petition in bankruptcy (ii) other party becomes a member of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty calendar (60) days of filing.

Expiration of all Services: Either party may terminate this MSA effective as of the date specified in written notice of termination provided to the other party if all Services have been terminated in accordance with the Renewal Terms.

Neither Party will be liable to the other for any termination or expiration of any Service of this MSA in accordance with its terms.

Effect of Termination: Upon the effective date of termination of this MSA: InfiNet will immediately cease providing services; Any and all payment obligations of Client under this MSA for Services provided through the date of termination will

immediately become due. A termination notice is invalid if a past due balance exists; therefore, the Client must bring the account balance to zero in order to submit termination notification. Termination notification by Client other than 'for a cause' termination will be invalid unless full payment of all outstanding invoices and future services to be provided through the termination date, is received by InfiNet within 30 calendar days of Client's termination notification

Within ten calendar (10) days of such a termination each party will return all confidential Information of the other party in its possession and will not make or retain any copies of such Confidential information except as required to comply with any applicable legal or accounting record keeping requirements.

14. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. Force majeure

InfiNet shall not be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes,

inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of InfiNet.

17. Modifications

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of InfiNet and Client, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Client will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, InfiNet and Client covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and InfiNet and Client further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

18. Notices

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

InfiNet Solutions, Inc.

6430 S. 84th St.

Omaha, NE 68127

Client name: _____

Name: _____

Address: _____

19. Governing law & dispute resolution

This MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Nebraska. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this MSA. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA including the existence, validity, interpretation, performance, termination, or breach thereof, shall finally be settled by informal mediation. Should mediation efforts be unsuccessful, the parties may choose arbitration in accordance with the Arbitration Rules.

If arbitration is agreeable to both parties, there will be three (3) arbitrators (the "Arbitration Tribunal"), the first of which will be appointed by the claimant in its notice or arbitration, the second of which will be appointed by the respondent within thirty calendar days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party appointed arbitrators within thirty calendar days thereafter. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share the equally the expenses of the Arbitration Tribunal. This MSA will be enforceable, and any arbitration award will be final, and judgement therein may be entered in any court of competent jurisdiction. The arbitration will be held in Omaha, NE. Notwithstanding the foregoing,

claims for preliminary injunctive relief , other pre-judgement remedies, and claims for Client's failure to pay for Services in accordance with this MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Customer hereby (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of Omaha, Nebraska, (ii) waives any objection which it might have now or hereafter to venue of any such litigation, action or proceeding, (iii) irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

20. Entire agreement

This Agreement and any attachments thereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to InfiNet by Client pursuant to the terms of any previous or other existing agreements between InfiNet and Client. Client acknowledges that it has read this Agreement, understands it, and agrees to be bound by its' terms and conditions.

Authorized Signature: _____

InfiNet Solutions, Inc.

Accepted by: _____

Authorized Signature: _____

Client: _____

Date: _____

DATED: _____

Accepted by: _____