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The Woodlands, TX 77380
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SERVICE AGREEMENT

This Computer Services Agreement (the “Agreement”) is made and entered into by and between ("Service Provider"), a Texas limited liability company, whose principal place of business is _____, and _____, ("Customer"), an Incorporation whose principal place of business is _____.

Customer hereby retains Service Provider to provide computer and network related services to Customer on a project-by-project basis. For each project, the Customer and the Service Provider will execute project sheet similar to that shown in attached Addendums and made a part hereof for all purposes. Service Provider reserves the right to change its rates for services on an annual basis and as published in the Appendix C – Pricing Index to DIR Contract DIR-TSO-4252. Customer will pay for the services on a project-by-project basis in accordance with Appendices A and C to DIR Contract DIR-TSO-4252 and the payment terms set forth in the Project Sheet related to the services provided.

1. **Parties Bound.** This Agreement is binding upon and shall inure to the benefit of the parties to this Agreement.
2. **No Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, except as expressly stated in this Agreement.
3. **Assignment Prohibited.** This Agreement may **not** be assigned by either party except as authorized by Appendix A, Section 4D, to DIR Contract DIR-TSO-4252.
4. **Representations and Warranties.** Each party represents and warrants the following:
 - a. it has approved of all the terms, conditions, and covenants of this Agreement, as evidenced by its duly authorized signatures on this Agreement;

- b. it has not assigned, authorized or transferred (in any way, whether directly or indirectly) any services, duties, obligations, or benefits of any kind or character that it had or may have had prior to and including the effective date of this Agreement;
- c. it has carefully read this Agreement and any project sheets attached to this Agreement, and it fully understands this Agreement and attached project sheets;
- d. it is of legal competence or legal capacity, and is free, without duress, to execute this Agreement, and it has done so of its own free will and accord, without reliance on any representation or warranty of any kind or character, except as expressly stated in this Agreement;
- e. it has had adequate time to consult with independent counsel of its choice before signing this Agreement.

5. CHOICE OF LAW. THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND, WHERE APPLICABLE, THE LAWS OF THE UNITED STATES.

6. Venue. The obligations of the parties are performable, and venue for any dispute or legal action arising out of this Agreement shall lie in Travis County, Texas.

7. Attorney Fees. If either party retains an attorney to enforce this Agreement, or any project sheet related to this Agreement, the party prevailing in any dispute is entitled to recover reasonable attorney’s fees and court and other costs in accordance with Appendix A, Section 11 to DIR Contract DIR-TSO-4252.

8. Notices. Any notice required by or permitted under this Agreement shall be delivered in accordance with Appendix A, Section 12 Notices, to DIR Contract DIR-TSO-4252. Any notice required by this Agreement will be addressed to the intended recipient at the following address.

Address:

Customer:

Address/Telephone:

Any address for notice may be changed by written notice delivered as provided in this Agreement.

9. **Entire Agreement.** DIR Contract DIR-TSO-4252, its appendices, this Agreement, and any attached project sheets, constitute the entire agreement of the parties relating to the subject matter of and the transactions contemplated by this Agreement. Any and all previous Service agreements with respect to these matters are superseded by this Agreement, subject to any exceptions expressly state in this Agreement. No oral understandings, statements, promises, or inducements contrary to or inconsistent with the terms of DIR Contract DIR-TSO-4252 and this Agreement exist.
10. **Acknowledgment Concerning Legal Compliance and Indemnification:** Indemnification shall be handled in accordance with Appendix A, Section 10A, to DIR Contract DIR-TSO-4252. Customer acknowledges, understands, and agrees that nothing in this Agreement and nothing in any project sheet shall require or obligate Service Provider to make Customer's computers, data, or equipment to be in compliance with any federal, state, or local laws including, without limitation, HIPAA, FINRA, Sarbanes Oxley Act. Customer acknowledges, understands, and agrees that Service Provider makes no warranties or representations regarding any federal, state, or local legal compliances.
11. **Amendments.** No term, provision or condition of this Agreement may be modified in any respect except by a writing that is executed by the parties to this Agreement.
12. **No Additional Representations.** No person has any authority to make any representations or promises on behalf of any of the parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those expressly contained in DIR Contract DIR-TSO-4252, its appendices, and this Agreement.
13. **Waiver.** The failure of either party to enforce or to require timely compliance with any term or provision of this Agreement, or any project sheet related to this Agreement, shall not be deemed to be a waiver or relinquishment of rights or obligations arising hereunder, nor shall this failure preclude the enforcement of any term or provision or avoid the liability for any breach of this Agreement.
14. **Partial Invalidity.** Each part, term or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this

Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby. Any invalid, unlawful, or unenforceable provision in this Agreement shall be reformed to the extent necessary to render it valid, lawful, and enforceable in a manner consistent with the intentions of the parties regarding such provision.

15. **Construction.** This Agreement shall be deemed drafted equally by all the parties. Its language shall be construed as a whole and according to its plain meaning. Any presumption or principle that the language is to be construed against any party shall not apply. The headings in this Agreement are for convenience and are not intended to affect construction or interpretation. The plural includes the singular and the singular includes the plural; "any" and "all" each mean "any and all"; "each" and "every" each mean "each and every"; and "including" and "includes" are each "without limitation."
16. **Counterparts.** This Agreement may be executed in multiple counterparts. All counterparts taken together will constitute this Agreement.
17. **DISPUTE RESOLUTION.** DISPUTE RESOLUTION WILL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 11A(2), TO DIR CONTRACT DIR-TSO-4252. NOTWITHSTANDING THE FOREGOING, IF ANY DISPUTE ARISES RELATING TO THIS AGREEMENT, THEN ANY PARTY MAY GIVE WRITTEN NOTICE TO THE OTHER PARTIES REQUIRING ALL INVOLVED PARTIES TO ATTEMPT TO RESOLVE THE DISPUTE BY MEDIATION. EXCEPT IN THOSE CIRCUMSTANCES WHEN A PARTY REQUIRES INJUNCTIVE OR EQUITABLE RELIEF, THE PARTIES ARE OBLIGATED TO USE THIS MEDIATION PROCEDURE PRIOR TO INITIATING ANY OTHER ACTION. WITHIN SEVEN (7) DAYS AFTER RECEIVING THE MEDIATION NOTICE, EACH PARTY MUST DELIVER A WRITTEN DESIGNATION TO ALL OTHER PARTIES STATING THE NAME OF ONE OR MORE INDIVIDUALS WITH AUTHORITY TO RESOLVE THE DISPUTE ON SUCH PARTY'S BEHALF. WITHIN TEN (10) DAYS AFTER THE DATE OF DESIGNATION, THE PARTIES SHALL MAKE A GOOD FAITH EFFORT TO SELECT A QUALIFIED MEDIATOR TO MEDIATE THE SETTLEMENT DISPUTE. IF THE PARTIES ARE UNABLE TO TIMELY AGREE UPON A MUTUALLY ACCEPTABLE MEDIATOR, THE PARTIES SHALL REQUEST ANY STATE OR FEDERAL DISTRICT JUDGE TO APPOINT A MEDIATOR. IN CONSULTATION WITH THE MEDIATOR, THE PARTIES SHALL PROMPTLY DESIGNATE A MUTUALLY CONVENIENT TIME AND PLACE IN MONTGOMERY COUNTY, TEXAS FOR THE MEDIATION WHICH IS NO LATER THAN THIRTY (30) DAYS AFTER SELECTION OF THE MEDIATOR. IN THE MEDIATION, EACH PARTY SHALL BE REPRESENTED BY PERSONS WITH AUTHORITY AND DISCRETION TO NEGOTIATE A RESOLUTION

OF THE SETTLEMENT DISPUTE, AND MAY BE REPRESENTED BY COUNSEL. THE MEDIATION SHALL BE GOVERNED BY THE PROVISIONS OF CHAPTER 154 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AND SUCH OTHER RULES AS THE MEDIATOR MAY PRESCRIBE. THE FEES AND EXPENSES OF THE MEDIATOR SHALL BE SHARED EQUALLY BY ALL PARTIES. IF THE PARTIES DO NOT RESOLVE THE DISPUTE BY MEDIATION, EITHER PARTY MAY SUBMIT THE SETTLEMENT DISPUTE TO BINDING ARBITRATION WITH THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. EACH PARTY SHALL BEAR ITS OWN COST FOR MEDIATION AND ARBITRATION, EXCEPT THAT THE PREVAILING PARTY IN ARBITRATION SHALL BE ENTITLED TO REASONABLE ATTORNEYS FEES AND OTHER COSTS.

[Signature Page Follows]

Breakdown of monthly fees

Addendum	Description	Monthly Fee
Addendum A	Maintenance agreement	0.00
Addendum B	Hosted Server Solution	0.00
Additional services	Anti- Virus (up to 5 users)	0.00
Total Monthly Fees		<u>\$ 0.00</u>

*** Users or licenses that are added at a later time will incur an increase to monthly fees to.***

Cost of implementation (one-time fee) \$ 0.00

Additional implementation note: N/A

The parties have caused this Agreement to be executed effective as of _____.

Accepted by Secure Networkers, LLC	Accepted by
By: Kerri A. Ellis Its CEO	By: _____ (Print Name) Its: _____ (Print Title)