



This Master Service Agreement (Agreement) is made by and between **Universal Data, Inc. (UDI)**, a Louisiana corporation having its printable place of business at 1400 Distributors Row, New Orleans, Louisiana, and Client. The Agreement is effective as of the date of signing. UDI and Client are referred to collectively as Parties.

Overview UDI is engaged in, among other things, the business of providing professional services (Services). UDI is also engaged in the business of reselling equipment and products to its Clients (individually and collectively such equipment and products are referred to herein as the Product). Client desires to hire UDI to provide certain Services and/or obtain Products from UDI, and UDI desires to perform such Services and/or provide such Products on the terms set forth below. Parties agree that the terms and conditions governing such transactions shall be those set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, Parties hereby agree as follows:

I. Professional Services

Statement of Work. (Statement of Work) Services to be performed under this Agreement will be defined by a Statement of Work signed by both Parties. UDI shall initially provide to Client the Services set forth in the Statement of Work. From time to time, Client may request the performance of additional Services or changes to a Statement of Work pursuant to this Agreement. In such event, Parties shall prepare and execute an amended Statement of Work or Change Request, which shall be signed by both Parties. Each such Statement of Work or Change Request shall, at a minimum, include a description of the Services, pricing, payment terms, and where applicable, any special terms and conditions concerning the specific, unless otherwise stated, services to be performed. Services provided that fall outside of the Statement of Work or Change Request will be billed on a time and material basis.

II. Products

Application. This Section applies to any Product that Client purchases from UDI, or leases through a third party.

Purchase Price; Payment. Client agrees to pay the total purchase price for the Product, plus any applicable sales/use tax. Any personal property taxes related in any way to the Product that are assessable on or after actual delivery of the Product are the responsibility of the Client. Client agrees to pay for any partial shipment of Product under the same terms set forth above. Payment for partial shipments shall be received by UDI from Client within 10 days of receipt on the amount of the product partially shipped. Title of software and/or hardware does not pass to Client until payment is received from Client, in full, by UDI.

Rejections and Claims. Client may reject any Product, but only if it fails to conform to a material specification of Client, and the product remains unopened, in its original packaging and is not damaged. Client may reject a Product by giving UDI explicit written notice of such rejection within 5 business days of delivery, including holidays, of such Product to Client. Such notice shall specifically indicate that it is a notice of rejection and describe each instance of non-conformity for which Client is rejecting the Product. UDI and the manufacturer of the Product shall use reasonable commercial efforts to cure such non-conformity within 30 days of receiving notice of the same, and if such non-conformity is cured within such 30-day period, the rejection shall not be effective. If UDI and manufacturer are not able to cure such non-conformity within such 30-day period, then Client's sole and exclusive remedy for such non-conformity shall be to return such Product to UDI and receive a refund of the amount Client has paid for such non-conforming Product. No Product shall be returned to UDI by Client until authorized by UDI. If Client does not reject the Product within the 5-day period or if UDI and manufacturer cure the non-conformity within the 30-day cure period, the Product shall be deemed irrevocably accepted by Client.

Freight Costs; Purchase Orders; Delivery; Risk of Loss; Title. UDI will arrange for delivery of the Product ordered by Client. UDI shall accept Client's purchase orders solely for information on the quantity ordered and for Client's convenience for accounting purposes, and for no other purpose. Any change in the quantity or Product ordered on any purchase order after receipt of such purchase order by UDI may result in a rework, cancellation, or restocking charge to be paid to UDI by Client. UDI will deliver the Products ordered by Client to the installation site. Client agrees to pay for reasonable costs associated with the delivery of such Product to the installation site. Risk of loss to the



Product shall pass to the Client upon delivery to Client's site. Title to item shall pass to Client upon full payment for the Product (including any delivery charges as well as any taxes). UDI reserves title to the Product sold hereunder as security for the performance of the Client's obligations.

Installation. Unless otherwise provided in a Statement of Work, all Product is provided to Client without installation services. If installation services are included on a Statement of Work, Client shall pay for all costs associated with the installation of such Product. Client shall make available a suitable place for installation of the Product and shall pay for all costs associated with providing a suitable place for installation of the Product, including, but not limited to, providing all necessary security, power, outlets, and air conditioning required for operation of the Product as indicated in any instructions or specifications provided by the manufacturer(s).

III. Payment

Quotes with a total approved value of greater than twenty thousand dollars (\$20,000) require a down payment (deposit) of twenty-five percent (25%) of the total as detailed in the final Quote or Statement of Work. With pre-approved credit, quotes under \$20,000 are not subject to the 25% down payment.

Upon delivery of hardware and software detailed in the Quote or Statement of work, Client's down payment (deposit) will be applied to these line items, and remaining balance shall be due within 10 days of receipt of item(s).

Payment for Implementation Services are due as defined phases are completed. Physical installation and testing of hardware and installation of applicable software will result in payment due for 50% of the quoted Implementation Services Labor. At the time of final acceptance, payment will be due for the remaining 50% of the Implementation Services Labor as stated in the Quote or Statement of Work. Acceptance of this Agreement is contingent upon Client's credit approval by UDI.

Disputed Invoices. If Client disputes any amount invoiced by UDI, Client shall notify UDI in writing within ten (10) days of receipt of any such disputed invoice. Any and all invoice disputes must be in writing and specifically outline and detail any amounts disputed as well as the reason for the invoice dispute. If Client fails to give such written notification, such invoice shall be determined immediately due and owing and must be paid in full according to the terms of the Agreement. Any partial payment by Client and acceptance thereof by UDI of any disputed invoice, shall not be construed as an acceptance of the disputed amount or waiver of the rights of UDI to demand payment in full of any disputed invoice.

IV. General

Limited Warranties; Disclaimers. UDI represents and warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of UDI's warranty shall be that UDI, in its sole discretion, either (i) use its reasonable commercial efforts to re-perform the Services, or (ii) refund the fee Client paid for the Services that are in breach of UDI's warranty. Client must make a claim for breach of warranty in writing to UDI within 30 days of the date that the Services that do not comply with UDI's warranty were performed. If Client does not notify UDI of a breach of UDI's warranty during such 30-day period, Client shall be deemed to have irrevocably accepted the Services.

UDI does not warrant any Product delivered pursuant to this Agreement. All Product is provided to Client by UDI AS IS. UDI shall, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client recognizes that UDI is not the manufacturer of any Product and expressly waives any claim that Client may have against UDI based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret, or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from UDI against any such Claim made by another against the Client. Client acknowledges that no employee of UDI, or any other party, is authorized to make any representations or warranty on behalf of UDI that is not in this Agreement. UDI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE. IN NO EVENT SHALL UDI BE LIABLE FOR CLAIMS BASED UPON BREACH OF IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE FOR ANY DAMAGES, WHETHER DIRECT, IMMEDIATE, INCIDENTAL, FORESEEABLE, CONSEQUENTIAL, OR OTHERWISE.



LIMITATIONS OF LIABILITY. IN NO EVENT SHALL UDI OR ANY OF ITS THIRD PARTY SUPPLIERS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSSES, LOST PROFITS, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, DELAYS, INTERRUPTIONS, OR VIRUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM, AND EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL UDI'S AGGREGATE LIABILITY (INCLUDING ATTORNEYS' FEES) TO CLIENT, IF ANY, SHALL EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID TO UDI BY CLIENT UNDER THIS AGREEMENT FOR THE PARTICULAR SERVICES AND STATEMENT OF WORK FOR WHICH LIABILITY HAS BEEN ASSERTED. CLIENT AND UDI AGREE AND ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT BARGAINED FOR BY PARTIES, AND THAT THE PRICE OF THE SERVICES AND PRODUCTS CONTEMPLATED BY THIS AGREEMENT WAS DETERMINED IN PART BY TAKING INTO ACCOUNT THE EXISTENCE OF THESE LIMITATIONS OF LIABILITY.

Confidentiality. During the Term of this Agreement, and for a period of three years thereafter, each party shall treat the information received from the other party that is designated as confidential (Confidential Information) as a trade secret and strictly confidential. UDI designates the Deliverables, all information relating to the Deliverables and the financial terms of this Agreement as confidential. Both Parties shall: (i) restrict disclosure of Confidential Information to employees and agents solely on a "need to know" basis; (ii) advise employees and agents of their confidentiality obligations; (iii) use commercially reasonable means to comply with the confidentiality obligations of this Agreement; and (iv) notify the other of any unauthorized possession or use of that party's Confidential Information as soon as practicable after receiving notice of same. Notwithstanding the foregoing, neither party shall be obligated to preserve the confidentiality of any information which: (i) was previously known; (ii) is a matter of public knowledge; (iii) was, or is, independently developed; (iv) is released for disclosure with written consent; or (v) is received from a third party to whom the information was disclosed without restriction.

License and Ownership Rights. (a) General. Except as specifically provided below or on an applicable Statement of Work, UDI retains all right, title, and interest in and to any and all computer software or hardware, as well as any source or compiled computer code, developed, produced, or supplied by UDI pursuant to this Agreement.

(b) Deliverables. Deliverable, or materials specifically prepared by UDI for Client as a deliverable under a Statement of Work (Deliverables) shall become the property of Client when delivered to Client. Except for Pre-existing Work (as defined below) in such Deliverables, Client shall own all United States and international copyrights in the Deliverables. UDI shall own all intellectual property rights to any pre-existing work that is included in any Deliverable (the Pre-existing Work). UDI grants Client a non-exclusive, royalty-free, non-transferable, perpetual license to use such Pre-existing Work, but only in connection with Client's use of the Deliverable in which it is included. To the extent that a Deliverable contains one or more Common Elements (as defined herein) that are developed by UDI during the course of creating the Deliverable, Client grants UDI a royalty-free, perpetual, non-exclusive, worldwide, transferable license to make, have made, use, sell, improve, copy, prepare derivative works of, display, perform, and distribute any such Common Element in any manner as determined by UDI in its sole discretion. As used in this section, Common Element means any part of a Deliverable that is not solely and directly related to Client's business, but rather is used or useful to perform common operations or tasks (such elements may include, by way of example only, business methods, software operations, or techniques for the manipulation of data). UDI and Client agree to sign such documents and take such actions as are reasonably requested by the other to effectuate and confirm the ownership rights and interests agreed to herein.

Equipment and Facilities. The Client agrees that UDI may utilize certain items of the Client's equipment and may gain access to certain parts of the Client's facilities. The Client retains title and ownership in all of the Client's equipment owned by the Client and utilized by UDI, and must grant authority for UDI to access the Client's facility. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands that UDI may be unable to perform their duties adequately, and if such a situation should exist, UDI will be held harmless.

No Third Party Beneficiary Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from UDI, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Parties and their successors or assigns.



Anti-Solicitation and Hiring of Personnel. Client shall not solicit for employment or employ any of the personnel of UDI during the term of this Agreement and for a period of one (1) year following termination of this Agreement for any reason. Should Client hire or enter into an agreement with any individual supplied by UDI under this Agreement as support employees, Client agrees to pay a placement fee equal to the new annual salary of the staff member within 30 days of hiring the staff member.

Jurisdiction This Agreement shall be governed by the State and Federal laws applicable in Louisiana, U.S.A. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be settled by mediation. Parties will select a mediator in a mutually agreed upon manner. At all times during the mediation process, including the selection of the mediator, Parties will act in good faith to attempt to settle their dispute. At all times during the mediation process, the mediator will maintain impartial, though he/she may give his/her views, opinions or settlement proposals as a means to move the dispute toward resolution. However, the mediator's views, opinions, proposals, etc. shall not be deemed to be legal advice. Parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any Court with jurisdiction of the dispute thereof. Attorney fees, mediation costs, and any other costs associated court costs are to be paid in full by Client.

Term. This Agreement shall be effective upon the date specified upon the date of signature and shall remain in force perpetually, unless otherwise terminated as provided herein. Either party may terminate this Agreement or any Statement of Work upon at least thirty days' advance written notice to the other. However, upon termination of this Agreement, this Agreement shall continue to remain in effect with respect to any Statements of Work already issued hereunder at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed. In the event of termination of this Agreement or any Statement of Work, Client shall pay UDI pursuant to the terms set forth herein for all Product shipped to Client as well as for all partial Services provided and direct costs incurred by UDI in performing this Agreement or any terminated Statement of Work entered into hereunder.

Events Upon Termination. Upon the expiration or termination of this Agreement, Client & UDI will each assist the other Party in an orderly conclusion hereof and the transfer of all assets herein described, tangible or intangible, as may be necessary for the orderly, non-disruptive continuation of Client & UDI's businesses. In the event of a expiration or termination of this Agreement, each party shall promptly return to the other party or destroy all copies, including electronic copies, of any of the other party's Confidential Information, including all notes, abstracts, and other documents that contain the other party's Confidential Information, and will, upon request, provide to the other party a written certification from an officer certifying the destruction of such Confidential Information.

Taxes. Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities

Integration. This Agreement and any Statements of Work constitute the entire Agreement between UDI and Client with respect to Services and the Product (except to the extent that basic information that is not in conflict with the terms contained herein concerning the Product ordered by Client, the quantity ordered, and the agreed upon price is indicated on Client's purchase order, if any, as accepted by UDI). This Agreement supersedes all prior correspondence between Parties (including, without limitation and except as specifically noted, any purchase order submitted by the Client to UDI). No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment, or modification is in writing and signed by both Parties.

Assignment. Client may not assign this Agreement without the prior written consent of UDI. Such consent will not be unreasonably withheld. UDI reserves the right to assign this Agreement to a business affiliated with UDI, or to any entity that seeks to purchase all or substantially all of UDI's assets or stock. UDI also reserves the right to assign its right to receive payments from Client.

Notice. All notices, requests, demands, and other communications required or permitted under this Agreement shall be deemed to have been duly given, made, and received (a) when personally delivered, (b) on the day specified for delivery deposited with a courier service such as Federal Express for delivery to the intended addressee, (c) three (3)



business days following the day deposited in the United States mail, (d) electronic communication addressed to the designated individual(s) within CLINET & UDI's company who has such authority.

Either party may change its address for notice purposes by notifying the other party in this manner.

Execution, Acceptance Communication. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal force and effect. This Agreement is subject to acceptance by UDI and shall become effective on the date thereof. Acceptance of this Agreement is contingent upon Client's credit approval by UDI.

It is agreed that either party may communicate with the other by electronic means. Each party agrees that when electronic communications are used, they are the equivalent of written and signed documents. The person executing this transaction on behalf of Client certifies that he/she is a current and lawful official, officer, agent, or employee of Client, and as such, is authorized and empowered to bind Client to this transaction and to give consent to electronic transactions on behalf of Client. The person executing this transaction on behalf of Client specifically consents to conduct this transaction by electronic means, and intends to bind Client by his/her use and placement of his/her and/or Client's electronic signature, to the maximum extent authorized by applicable law, including, but not limited to, the Electronic Signatures in and National Commerce Act, 15 U.S.C. 7001 et seq. and the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 et seq.

UDI may, at its discretion, require further evidence of the authority of any representative of Client to act on behalf of Client, including, but not limited to, a Certificate of Incumbency from Client in such form and substance as UDI may reasonably require.

Choice of Law and Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without reference to its laws that direct the application of the laws of another state. Parties agree that any claim or suit filed in connection with this Agreement shall be filed exclusively in state or federal courts located in Jefferson Parish, Louisiana, which courts shall have exclusive jurisdiction over any dispute between Parties. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

Legal Fees. If Client breaches any terms or provisions of this Agreement, then Client shall be liable for and responsible to pay UDI all costs and expenses incurred by UDI in enforcing the terms of this Agreement including and in addition to any damages caused by Client's breach thereof. Such costs and expenses include, but are not limited to, attorney's fees, court costs and legal interest.

Relationship. The relationship of UDI and Client shall be that of independent contractors, not that of employer/employee, partnership or joint venture. UDI shall be free to exercise independent judgment as to the time, place, and manner of performing its Services under this Agreement.

Publicity. UDI may disclose that the Client is its Client. Either party may advertise the relationship created pursuant to this Agreement; provided, however, any such advertisement must be pre-approved by the other party. Approval shall not be unreasonably withheld.

No Waiver. The failure of either Party, at any time, to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision thereof in accordance with its terms.

Execution in Counterparts. Signatures on a copy of this Agreement, or on copies of any other documents provided pursuant to this Agreement, transmitted by facsimile machine shall be binding upon Parties and of the same legal effect as original signatures.

Failure to Deliver and Right to Cancellation. UDI shall not be responsible for delays in delivery, or failure to deliver, and reserves the right to cancel any order or Agreement due to causes beyond its reasonable control, including without limitation, shortages of supplies due to unforeseen market conditions, significant unforeseen changes to UDI's



cost of purchase, orders or actions of government agencies, acts of God, acts of Client, fires, strikes, or other labor difficulties, wars or hostilities, embargoes, equipment breakdown, material or manufacturing facilities due to causes beyond its reasonable control, or any other cause beyond its reasonable control. In the event of such delay, and assuming that UDI chooses not to cancel due to such cause, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. Invocation of this Section by UDI shall not suspend Client's obligation to pay for any products or services already delivered or rendered.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is

determined to be invalid, unenforceable, or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of Parties and the remainder of the Agreement shall continue in full force and effect to the extent that continued operation under this Agreement without the invalid or unenforceable provision is consistent with the intent of Parties as expressed in this Agreement.

Acceptance

By entering into this Agreement, Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. Parties acknowledge that this is a legally binding Agreement and Parties fully acknowledge that they each have accepted this Agreement of their own free will and that the acceptance of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to entering into this Agreement.



Definitions

Agreement- The contract of terms and services provided by UDI to Client.

Change Request- Newly issued Statement of Work signed by both Parties.

Client- The client is the appropriate purchaser of product or services from UDI.

Confidential Information- Information belonging to either UDI or Client, or both, that is not to be shared or for public knowledge.

Deliverable- Materials prepared by UDI for Client.

Parties- Referred to as both UDI and Client.

Product(s)- Materials purchased by Client from UDI.

Professional Services- Services provided by UDI to Client as defined in Statement of Work.

Severability- Refers to a provision in or adjustment to Agreement which states that if parts of the Agreement are held to be illegal or otherwise unenforceable, the remainder of the Agreement should still apply.

Statement of Work- Initially provided to Client by UDI as a statement of services to be performed under this Agreement and signed by both Parties.