

**The Aldridge Company
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT ("this "Agreement") is entered into by THE ALDRIDGE COMPANY, a Texas Corporation ("Aldridge") and Client. Each of Aldridge and Client are referred to herein as a "Party" and collectively as the "Parties" hereunder. The Parties agree as follows:

1. Scope of Services. Aldridge agrees to provide only the specific Information Technology (IT) services (any such provided service, a "Service") as set forth on any Proposal or Service Order executed by Client (collectively or individually referred to herein as "Service Orders") and any other IT services as may from time to time be requested by Client. The effective date of a Service Order shall also be the Effective Date of this Agreement. All Service Orders are specifically incorporated herein and made a part of this Agreement. Requests for additional IT services outside the scope of any previously executed Service Order will be billed at the then prevailing hourly rate. BY USING THE SERVICES, CLIENT ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND AGREES THAT IT AND ITS USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

2. Confidential Information. Client and Aldridge understand and agree that the terms and conditions of this Agreement and all Service Orders are confidential between Client and Aldridge and neither Party shall disclose the terms and conditions or the existence hereof to any person other than such Party's directors, officers, employees, accountants, or agents (collectively referred to herein as "Agents") who have a need to know such information for purposes of this Agreement. Further, from time to time, in connection with this Agreement, either Party may disclose or make available to the other Party, whether orally or in physical form and in whatever form or medium provided, confidential or proprietary information concerning its business, clients, products or services (together, "Confidential Information"). Each Party agrees that (a) neither it nor its Agents will use Confidential Information belonging to the disclosing Party for any purpose other than for purpose(s) of this Agreement and (b) it will take all reasonable precautions to ensure that neither it nor its Agents disclose the Confidential Information of the other Party to any person (other than to such Party's Agents who have a need to know such Confidential Information for purposes of this Agreement). Each Party shall be liable for the breach of this Section 2 by it or any of its respective Agents. Upon request, the receiving Party shall return all copies of the Confidential Information of the disclosing Party, in any form whatsoever, to the disclosing Party. "Confidential Information" does not include any information that (a) was acquired from a source other than Client or Aldridge, as applicable, or their respective Agents, provided such source is not bound by a confidentiality agreement or other type of agreement with disclosing Party or otherwise prohibited from providing such information to the receiving Party; or (b) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public through no fault of the receiving Party or any of its Agents. These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency; provided that the Party bound by such order gives prompt written notice to the other Party of any such order.

Notwithstanding the termination or expiration of this Agreement pursuant to Section 3, the Parties obligations under this Section 2 shall terminate three (3) years after the termination or expiration of this Agreement, provided however, that any Confidential

Information that constitutes a trade secret shall remain subject to this Section 2 for so long as such information constitutes a trade secret.

The disclosing Party remains the owner of all Confidential Information and all forms, materials, templates, and documents of any nature which contain or are derived, in whole or in part, from Confidential Information provided by such Party, including, without limitations, all rights therein. Nothing contained herein shall be construed as providing the receiving Party any license or rights with respect to the use of such Confidential Information other than as contemplated herein, nor shall the disclosing Party be restricted in providing and disclosing its Confidential Information to other sources for the same or different purposes.

The Parties hereby acknowledge and agree that, in the event of any breach of this Section 2, the disclosing Party would be irreparably, continuously and immediately harmed and could not be made whole by monetary damages. It is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond, without proof of actual damages and without requirement to prove irreparable harm) to prevent breaches or threatened breaches of this Section 2 and/or to compel specific performance of this Section 2, and that neither the receiving Party or its Agents shall oppose the granting of such relief.

3. Term and Termination.

a) This Agreement will commence on the Effective Date and shall remain in effect as long as Aldridge is providing Services to Client (the "Initial Term"), unless earlier terminated as provided herein.

b) A Party (the "Non-Defaulting Party") shall have the right to terminate this Agreement upon an Event of Default by the other Party (the "Defaulting Party") subject to thirty (30) days prior written notice to the Defaulting Party. The Non-Defaulting Party may, either additionally or in the alternative, elect to terminate one or more of the Services for which an Event of Default has occurred. An "Event of Default" shall be deemed to have occurred with respect to a Defaulting Party upon the occurrence of any of the following: (i) the failure by Client to make, when due, any payment required pursuant to this Agreement, (ii) a material breach of the Service Level Agreement by Aldridge if such failure is not remedied within thirty (30) days after written notice from Client to Aldridge setting forth with specificity the problems complained of and the specific remedial measures required to solve the identified problems ; provided that if such default is not capable of being cured within such thirty (30) day period with the exercise of reasonable diligence, then such cure period will be extended for an additional reasonable period of time (not to exceed ninety (90) days) so long as the Defaulting Party is exercising reasonable diligence to cure such failure; (iii) the Defaulting Party becomes Bankrupt; or (iv) Client merges with or into, or reorganizes, amalgamates, consolidates or enters into any other transaction in which substantially all of its assets are transferred to, another person or entity that fails to assume in writing all of Client's obligations under this Agreement.

c) If an Event of Default with respect to Client occurs, in addition and without prejudice to its right to terminate as set forth above, Aldridge shall have the right without notice to Client to suspend the performance of all or part of its Services under this Agreement for so long as such Event of Default is continuing. Upon termination of any Services and/or the Agreement under this Section to the extent that Client is the Defaulting Party, Client shall be obligated to pay the termination charges set out in Section 11 and any outstanding charges for Services rendered prior to such termination and such obligations to pay shall expressly survive the termination of both the Services and this Agreement. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT'S RIGHT TO TERMINATE THIS AGREEMENT AS A RESULT OF AN EVENT OF DEFAULT BY ALDRIDGE SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY ASSOCIATED WITH SUCH EVENT OF DEFAULT.

d) In the event Client terminates this Agreement under this paragraph prior to the expiration of the Term, Client shall pay to Aldridge all fees due and owing for Services performed prior to the date of termination and reimburse Aldridge for all costs and expenses due and owing in connection with such Services prior to the date of termination.

4. Equipment.

a) In the event Aldridge provides and installs any computer or network equipment not paid for by Client ("Equipment") at Client's location, such Equipment shall at all times remain the sole property of Aldridge regardless of where located or attached. Client may not rearrange or move or disconnect the Equipment and is responsible for any damage to or loss of Equipment caused by Client, its Agents, end users or invitees. At any time, upon one day's prior notice by Aldridge to Client, whether oral, written or electronic, Client shall provide Aldridge physical access to the Equipment for maintenance and other operational issues, and, in the event of termination of this Agreement or Client default, access to allow Aldridge to remove the Equipment. Client agrees to pay Aldridge the replacement value of any lost, stolen, damaged, or unreturned Equipment. If Client's equipment is incompatible with Services provided by Aldridge under this Agreement, Client is responsible for any special labor charges, interface equipment or facilities necessary to ensure compatibility.

b) In the event that Aldridge allows Client to colocate computer or network equipment of Client ("Colocated Equipment") within any area owned or controlled by Aldridge pursuant to a Colocated Equipment Service Order, Client represents and warrants that it owns any and all such Colocated Equipment and such equipment is not owned, leased or controlled by a third party. Client shall be responsible for obtaining insurance in reasonable amounts for any Colocated Equipment within any area owned or controlled by Aldridge. Client shall provide a certificate of insurance to Aldridge naming Aldridge an Additional Insured. Aldridge shall not be liable for any loss or damage related to Colocated Equipment other than loss or damage arising out of the willful misconduct or gross negligence of Aldridge or its agents. Client hereby accepts and agrees to any and all liability and responsibility for any damages and losses arising out of any malfunction or other issue with Client's Colocated Equipment.

c) If Client has Colocated Equipment in any area owned or controlled by Aldridge, and if Client fails to remove such Colocated Equipment from such area within ten (10) days after the expiration of the applicable Service Order or if an Event of Default with respect to Client occurs, Aldridge may immediately, without notice or demand and in addition to any other right or remedy available at law or equity, take possession of such Colocated Equipment,

without being guilty of trespass. Aldridge may use all force necessary to affect such entry or to remove any or all of Client's Colocated Equipment from such areas and store the same, all at Client's expense. Any removed Colocated Equipment may be stored in any public warehouse or elsewhere at the costs of and for the account of Client, and Aldridge shall not be responsible for the care or safekeeping thereof. Client expressly waives any and all claims for loss, destruction, damage, or injury, which may be occasioned by any of the aforesaid acts. In such an instance, Client HEREBY RELEASES AND WAIVES ANY CLAIMS, CAUSES OF ACTION, OR DAMAGES AGAINST ALDRIDGE RELATED IN ANY WAY TO THE CLIENT DATA AND INFORMATION THAT IS WITHIN OR ON THE COLOCATED EQUIPMENT. Any Equipment so removed will be returned to Client upon payment in full of all storage costs, past due fees and Charges. If within ten (10) days following such Equipment removal, Client has not requested the return of its Equipment and paid any sums owed, then Aldridge may exercise all rights of ownership over such Equipment including the right to sell same and retain possession of any sale proceeds. Aldridge's exercise of any remedies provided for in this section shall be without prejudice to any other remedies Aldridge may have provided for herein or by Applicable Law.

5. Rates. The rates and fees for any Services provided by Aldridge to Client under this Agreement shall be as set forth in the applicable Service Order. The rates and fees charged for Services purchased under this Agreement will be Aldridge's "then-current" charges for such Services as quoted by Aldridge. Aldridge reserves the right to revise rates and fees if those prices for Services are based upon written assumptions and those assumptions are determined inaccurate. If Client and Aldridge are not able to reach agreement on the revised rates and fees, Client or Aldridge may terminate the applicable Service Order. All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes.

6. Billing and Payment. Aldridge will invoice for, and Client will pay, Aldridge the fees for Services as described in the applicable Service Order. For any Services ordered from Aldridge, the "Effective Date," shall be the date that such Services begin operating in accordance with the applicable Service Order. With respect to Services billed on a flat-rate basis, Aldridge will invoice Client in advance for such Services and Client will pay for all such Services in advance prior to Services being rendered. With respect to Services billed on a metered or measured basis, Aldridge will invoice Client after the Service is rendered. Any promotions or discounts that Client is entitled to receive do not apply to toll/access charges, taxes, surcharges or fees. Additionally, all of Client's accounts must be current and in good standing prior to being eligible for or receiving any promotions or discounts. Aldridge's obligation with respect to any billing errors resulting in overpayments for Services is limited to granting invoice credits equal to the dollar amount erroneously billed. Under no circumstance will any billing error affect Client's obligation to pay for Services rendered. Failure to pay all undisputed amounts when due and payable shall be considered a Client Event of Default and a breach of this Agreement. If Aldridge has not received payment from Client within thirty-five (35) days after date of invoice, Aldridge may notify Client of nonpayment. If Client does not pay within forty-eight (48) hours of receiving notice of nonpayment, Client is in Payment Default and Aldridge may, at its sole discretion, suspend or terminate the services provided hereunder. Aldridge may charge an interest rate equal to the

maximum amount allowed by law on all past due accounts. Aldridge may assess a fee for any transaction returned for insufficient funds or not paid when presented for payment. If Client disputes any portion of an invoice, Client shall, within fifteen (15) days of date of invoice, notify Aldridge in writing detailing the charges in dispute and the reason for such dispute. Any portion of the invoice not in dispute shall be due and payable according to the terms herein. Each Party shall use its reasonable best efforts to resolve such dispute within thirty days. If the dispute is resolved in favor of Aldridge, Client shall pay the disputed amount immediately. Any disputed amount resolved in favor of Client shall be credited to Client's account. No claims will be brought for disputes arising from this Agreement more than 24 months from the date of invoice.

7. Taxes. Client acknowledges and agrees that the rates and fees quoted in Service Orders for the Services provided do not include certain taxes, surcharges and fees which are additional and the obligation of Client. Such taxes, surcharges and fees shall be separately set forth on the invoices and shall be paid by Client at the same time as all other charges set forth on the invoices.

8. Financial Information. Client authorizes Aldridge to obtain credit and financial information about Client as Aldridge deems appropriate and necessary in order to evaluate the credit worthiness of Client.

9. Backup. In the event that Aldridge provides data backup or management of Client backup systems, Aldridge will make commercially reasonable efforts to complete each backup occurring within any area owned or controlled by Aldridge. Backed up data is retained for a period of seven (7) days unless otherwise specified. For backups performed outside of Aldridge Data Centers, Client agrees to complete all recommended and necessary steps to ensure successful data backup. Certain exceptions, including but not limited to backup exceeding time window, files open, backup client not accessible, backup system failure, or inability to restore from backup, may from time-to-time cause interruption to any backup service. Aldridge retains backed up data for seven (7) days and does not warrant the validity or availability of the data that is being backed up.

10. Interruption of Service: Credit. Any interruption of Service that is **not** due to a Force Majeure, Client's negligence, non-compliance with this Agreement, the operation or malfunction of facilities, power or equipment provided by Client, or the result of scheduled Aldridge maintenance of which Aldridge has provided Client prior notice is referred to herein as "Service Interruption." Said Service Interruption shall be deemed to have begun when Client reports a service has been interrupted and releases it for testing and repair. A Service Interruption shall be considered to have ended when the service or facility in question is operating properly. Client may receive a credit for any Service Interruption as set forth below so long as Client's undisputed accounts are current (i.e. no balance due more than thirty days).

Upon Client's written request to Aldridge made within five (5) business days of the last day of the month in which the Service Interruption occurred, Client shall receive a credit in the month following the month in which the Service interruption occurred in accordance with the remedy set forth in the applicable Service Level Agreement.

11. Termination Charges. If Client cancels any Services ordered under this Agreement prior to the expiration of the term specified on the applicable Service Order, or Aldridge terminates this Agreement due to Client default, Client shall be responsible for all of the following early termination charges: (1) Unamortized balance attributable to payments for any software or equipment purchased for Client's account, (2) any cancellation charges Aldridge incurs for services purchased on Client's behalf, (3) 100% of the recurring monthly fee multiplied by the number of months remaining on the relevant Service Order.

12. Third-Party Products & Warranties. "Third Party Products" means any third-party hardware, services or software. Some manufacturers' warranties or service contract terms and conditions for Third Party Products may become void if Aldridge or anyone else, other than the manufacturer or its authorized representative, provides services for or works on the hardware or software (such as providing maintenance and repair services). ALDRIDGE DOES NOT TAKE RESPONSIBILITY FOR THIRD PARTY WARRANTIES OR FOR ANY EFFECT THAT THE ALDRIDGE SERVICES MAY HAVE ON THOSE WARRANTIES. Except as agreed to in writing between Client and Aldridge, Third Party Products shall be exclusively subject to terms and conditions between the Third Party and Client. Aldridge shall have no liability for Third Party Products and Client shall look exclusively to the Third Party for any damages or liability with respect to the provision of such Third Party Products. Except as otherwise specifically agreed to in a Service Order, Client authorizes Aldridge (or otherwise obtains the rights for Aldridge) to copy, install and modify, when necessary and as required by the Service Order, all Third Party Products, including software, to be used in the Services or to be copied or stored for subsequent re-installation of a backup system or data. Client warrants to Aldridge that it has obtained any licenses, consents, regulatory certifications or approvals required to give Aldridge and its subcontractors or employees such rights or licenses to access, copy, distribute, use and/or modify (including creating derivative works) or install any Third Party Products to be used in the Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

13. Representations and Warranties. Client represents and warrants that: (a) Client is financially solvent and has the ability to perform its obligations hereunder; (b) Client has the right to use any intellectual property that it provides to Aldridge to fulfill this Agreement and related Service Orders; (c) Client is in compliance with laws and regulations applicable to its business; and (d) Client will perform all its obligations under this Agreement on time and in a professional manner. Each Party warrants that it has full power and authority to enter into this Agreement and perform its obligations, and all necessary corporate action has been taken to authorize the individual signing this Agreement in its behalf. Further, each Party agrees that a signed facsimile or a signed electronically submitted copy of this Agreement shall have full force and effect. Aldridge does not guarantee continuous or uninterrupted Service.

14. Indemnification. Each Party shall indemnify, hold harmless and defend the other Party, its directors, officers, agents, employees and/or representatives from and against any and all claims, demands, causes of action, losses, damages, expenses or liabilities, penalties, proceedings, or suits, including reasonable attorneys' fees and court costs, imposed upon either Party by reason of personal injury or death of a Party's employee, consultant or agent as a result

of an intentional or negligent act or omission on the part of the indemnifying Party in connection with the performance of any obligations arising under this Agreement except to the extent such cause of action, loss, expense or liability is caused solely by the negligence or willful misconduct of the indemnified Party. In the event a cause of action arises from the negligence of both parties, the relative burden of the cause of action shall be attributed between the parties in accordance with the principles of comparative negligence.

14. Insurance. Aldridge shall maintain insurance coverage of types and coverage amounts customary to cover the risks reasonably expected to be encountered, including without limitation, coverage under general liability, automobile liability, employer's liability, worker's compensation, and any other coverage required under local law. Client shall maintain insurance coverage of types and coverage amounts customary to cover the risks reasonably expected to be encountered, including without limitation, coverage under general liability, employer's liability, data loss, worker's compensation, and any other coverage required under local law.

16. Assignment. This Agreement may not be assigned, sublet, delegated, or transferred by Client without the prior written consent of Aldridge. Aldridge may assign this Agreement and any Service Orders in connection with any change in control or sale of its assets.

17. Non-Solicitation. For the duration of this Agreement and for a period of one year after the expiration or termination, neither Party shall, and shall ensure that its Agents and affiliates do not, directly or indirectly, recruit, or attempt to recruit, discuss employment with, or otherwise utilize the services in any capacity of any person who is or was an employee or contractor of Client or Aldridge, as applicable, during the Term, provided that neither Party shall be restricted in any general solicitation for employees (including through the use of employment agencies) not specifically directed at any such persons, and provided further however that both Parties shall be restricted in hiring any such person who responds to any such general solicitation. If either Party hires an employee or contractor of the other Party, the breaching Party agrees that it shall pay to the non-breaching Party, as liquidated damages, an amount equal to one year's salary for such employee as reasonable and fair compensation for such breach.

18. Notices. Unless otherwise required under this Agreement, notices permitted or required to be given will be deemed sufficient if given by FAX, email, first class mail, or courier service, addressed to the individual specified in the *applicable Service Order* or to such other individuals as the respective Parties may designate by notice from time to time. Notices so given will be effective upon receipt by the Party to which the notice is given. Notice to Aldridge shall be given using the below information:

The Aldridge Company
Attn: Legal Department
PO Box 56506
Houston, TX 77256
Phone: 713-403-9150
FAX: 713-621-1826
legal@aldridge.com

19. Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the

application of such provision in any other circumstances, will not be affected thereby.

20. Force Majeure. The performance of the Parties' obligations under this Agreement are subject to (and neither Party shall be liable for), delays, failure to perform (except for payment by Client), damages, losses, or malfunction of any equipment or internet services, or any consequences thereof, caused by fire, flood, epidemic, storm, or any other act of God, riots, embargoes, accidents, explosion, strike or other disputes, civil disturbance, terrorism, war, armed conflict, acts or omissions of third parties, power failures, cable cuts not caused by Aldridge, supplier failure and similar events beyond the affected Party's reasonable control (a "Force Majeure"), any municipal ordinance, state or federal law, governmental order or regulation, or order of any Court or Agency of competent jurisdiction, or other similar forces not within the control of the Parties. Delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure.

21. Governing Law. This Agreement shall be construed and enforced in accordance with the law of the State of Texas. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement may be brought only in a State court of competent jurisdiction in Harris County, Texas and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

22. Negotiated Terms. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

23. LIMITED WARRANTY & LIMITATION OF LIABILITY

23.1. Limited Warranty. ALDRIDGE WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ALDRIDGE (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "ALDRIDGE PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; OR ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION THE ALDRIDGE PARTIES MAY MAKE.

23.2. Limitation of Liability. NEITHER THE ALDRIDGE PARTIES NOR CLIENT WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ALDRIDGE, WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, ALDRIDGE PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING

AVAILABLE FOR USE BY CLIENT. THE ALDRIDGE PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ALL CLAIMS OF LIABILITY ARISING OUT OF, OR IN CONNECTION WITH ANY SERVICE PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR THREE (3) MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES PROVIDED HEREUNDER WOULD BE HIGHER.

24. Headings. The headings of sections of this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement in any way.

25. Survival. The Parties' respective representations, warranties, and covenants, together with obligations of payment, non-solicitation, indemnification, confidentiality and limitations on liability in this Agreement will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

26. Entire Agreement. Client's use of Aldridge Services is governed by the Master Services Agreement in effect as posted by Aldridge on its website, the Acceptable Use Policy, the Service Level Agreement, and the terms of any applicable Service Order. The term "Agreement" in any of the Master Services Agreement, the Acceptable Use Policy, the Service Level Agreement, or a Service Order, is referring to all of them collectively. If there is any inconsistency or conflict between the provisions of any these documents, then the documents will be given precedence in the following order: (a) the terms of your Service Order, (b) the Master Services Agreement, (c) the Acceptable Use Policy, and (d) the Service Level Agreement. Client's continuing use of Aldridge Services serves as acceptance of the then currently posted Master Services Agreement. The Agreement together with any amendments hereto constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous understandings and agreements between the Parties, whether oral or written, including but not limited to all prior agreements, between the Parties with respect to such subject matter. The Parties hereby acknowledge and represent, that said Parties have not relied on any representation, assertion, guarantee, warranty, collateral contracts or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral Service Orders or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said Party's right to remedies associated with the gross negligence, willful misconduct, or fraud of any person or Party taking place prior to, or contemporaneously with, the execution of this Agreement.

27. Miscellaneous Provisions. The Parties agree as follows: a) this Agreement shall not be amended, waived, modified, or terminated in whole or in part, except in writing signed by both Parties, or their respective heirs and assigns, b) the Parties to this Agreement are independent contractors and nothing in this Agreement shall be construed to create a partnership, agency, or joint venture, agency,

master-servant, employment, trust, or any other relationship between the parties or any of their employees, c) neither Party will use the name, logo, trademark, trade name, nor other marks of the other Party without such Party's prior written consent, except that Aldridge may use Client's name or website as a reference in its brochures, advertisements, and other promotional material unless Client specifically objects, and d) this Agreement may be executed in counterparts, all of which when taken together constitute a single agreement.

28. Attorneys' Fees. In the event that any action is instituted by Aldridge to enforce any of the provisions of this Agreement or to recover damages for the breach of any provision hereof, Aldridge shall be entitled to recover any costs or expenses incurred, including without limitation, costs of court and attorneys' fees.

6/22/10 - MSA