

CONSULTING SERVICES AGREEMENT

“Customer”:	Brecksville-Broadview Hts. City Schools
“Consultant”:	Bitboyz LLC
“Effective Date”:	October 25th 2017
Customer’s Notice Address: With a copy to:	6638 Mill Rd. Brecksville Ohio 44141 [_____]
Consultant’s Notice Address: With a copy to:	802 Sharon Dr. Suite C Westlake Ohio 44145 [_____]
Exhibits:	Exhibit A (General Terms & Conditions) Exhibit B (Services) Exhibit C (Compensation)
Governing Law:	State of OH

This Consulting Services Agreement (**“Agreement”**), dated as of the Effective Date, is made and entered into by and between the Consultant and the Customer. Consultant and Customer are each referred to as **“Party”** or **“Parties”**. This Agreement consists of this Cover Page together with the Exhibits. This Agreement is not effective unless signed by both Parties.

Consultant and Customer agree to all terms of this Agreement as of the Effective Date.

Brecksville-Broadview Hts. City Schools,	Bitboyz LLC,
Signature	Signature
Type/Print Name	Type/Print Name
Title	Title
Date	Date

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. AGREEMENT AND EXHIBITS

This Exhibit A, ("General Terms and Conditions"), contains general terms governing the relationship between the Parties. In the event Customer submits any purchase order or similar document containing provisions in addition to or inconsistent with this Agreement, the provisions of this Agreement shall control.

2. SERVICES PROVIDED

2.1 Duties of Consultant. Consultant agrees to provide to Customer, on a timely basis, the services described in **Exhibit B** (the "**Services**") and/or to create work product relating to such Services ("**Works**"). Works shall include but not be limited to all designs, inventions, products, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by Consultant alone or with others which are delivered to Customer, except for "Reusable Components" (as defined below) and "Consultant Tools" (as defined below). Consultant and Customer may amend or change the scope of the Services by a writing signed by both Parties ("**Additional Statement of Services**"). Any such Additional Statement of Services shall be deemed an amendment to this contract and all terms of this contract shall apply.

2.2 Duties of Customer. Except as provided in this Agreement, Customer shall provide the hardware, software, materials, information and access to Customer's facility as are necessary for Consultant to render the Services. Except as provided in this Agreement, Customer shall be responsible for the application, operation, maintenance and support of its systems, hardware and software including, but not limited to, the implementation of appropriate procedures, training, safeguards and routine backups. To the extent required by Consultant, Customer shall provide a reasonable amount of secure space at Customer's facility for storage by Consultant of repair and maintenance materials. Except as provided in this Agreement, to the extent that Consultant or any third party manufacturer specifies any preventative maintenance with respect to the Services, Customer shall be responsible for such maintenance. Customer is also responsible for performing routine backups and for keeping backup information in a safe and separate location.

2.3 Status. The Parties acknowledge and agree that Consultant's status shall be that of independent contractor, and not agent or employee of Customer for all purposes. Customer shall have the right to provide Consultant with direction over the Services, and shall supervise his or her activities. Consultant shall perform the Services relying on his or her experience, knowledge, judgment and techniques. Consultant may, upon prior notice to Customer, hire subcontractors to assist in the performance of the Services at Consultant's expense.

2.4 Work For Hire

2.4.1 Engagement of Consultant. To the extent Consultant creates any Works, Customer engages Consultant on a "work-for-hire" (as that phrase is utilized in United States Federal Copyright Law practice) basis, to create the Works for Customer's benefit and use, and to deliver the Works to Customer in accordance with this Agreement. Consultant acknowledges

that, because he or she is preparing the Works for Customer on a "work-for-hire" basis, Customer exclusively owns all copyrights and related intellectual property rights in the Works, as more particularly described in Section 2.4.2 below. Customer acknowledges that Consultant provides services to other clients and agrees that nothing in this Agreement shall prevent Consultant from carrying on such business or developing for itself and others, materials that are similar to any Works provided hereunder, irrespective of their similarity to the Works, provided that Consultant agrees not to use any of Customer's Confidential Information in doing so. In addition, Customer agrees, notwithstanding anything to the contrary set forth herein, that Consultant shall have the right to retain a copy of each of the Works for its records.

2.4.2 Consultant Tools. Consultant Tools as used herein shall mean any proprietary works of authorship owned or properly licensed by Consultant prior to the beginning of an engagement under this Agreement, that have not been created specifically for Customer, and that do not uniquely address issues related to Customer's business practices, or contain or embody Confidential Information of Customer. Consultant Tools as used herein, shall include without limitation computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Consultant, or by third parties under contract to Consultant.

2.4.3 Assignment of Exclusive Ownership and Copyright in Works. Upon payment of all amounts owed, Consultant sells, grants, conveys and assigns to Customer, exclusively for and throughout the world, all of Consultant's rights, titles and interests (legal, industrial, commercial, equitable, moral, use, as an author or inventor or otherwise) in the Works, including but not limited to all rights of Consultant to the Works under all United States federal or state and other governmental authority copyright, trademark, service mark, trade name or other intellectual property or industrial laws. Consultant's transfer of the Works to Customer includes but is not limited to all: (i) copyrights of any type in the Works whether or not registered; (ii) rights to file and register the preceding in Customer's name or in any other name; (iii) rights to record the transfers made under this Agreement in the United States Trademark and/or Copyright Office and with any other governmental authorities throughout the world; (iv) rights to print, publish, broadcast, distribute, copy, reproduce, record, translate, film, syndicate, display, rent, lend, lease, license and perform the Works in all media; and (v) rights to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages. Consultant agrees not to challenge Customer's rights and/or ownership in the Works and agrees not to object to any modification or use of the Works. Notwithstanding any provision herein, the Parties understand and agree that the sale, grant and conveyance of ownership specified herein pertains only to Works developed by Consultant for Customer pursuant to this Agreement, and that Consultant retains all ownership, right, title and interest in and to any Services or Consultant Tools as defined in Section 2.4.2

2.4.4 Consultant's Ownership of Services And Consultant Tools. Except as otherwise provided in this Agreement, Consultant or its licensors own the Services and Consultant Tools and Customer shall have no proprietary rights in the Services, Consultant Tools, or any software, processes, know-how, source code, source documentation, inventions, ideas and the like included within the Services or Consultant Tools, or in the intellectual property contained therein, or any documentation related to the Services or Consultant Tools. Customer shall have a personal, non-transferable and non-exclusive license to use any software and

documentation provided by Consultant solely in connection with the Services. Customer agrees not to duplicate such software or documentation, or any part thereof, except that Customer may retain one copy for the purpose of backup. Customer agrees not to assign, sublicense, transfer, lease, rent or share any license granted to Customer hereunder, and not to reverse assemble, engineer, or decompile such software, or any part thereof, or otherwise misappropriate any of the intellectual property of Consultant. To the extent that any software is included in or used by Consultant in the performance of the Services, such software may be subject to a separate license agreement, if required by Consultant.

2.4.5 Derivative Works. Upon payment for the Works developed or provided pursuant to this Agreement, Consultant agrees that Customer has the sole right throughout the world to prepare derivative works based on the Works (collectively "**Derivative Works**"), to reproduce, distribute, copy or display the Derivative Works, to sell or transfer ownership to, or to rent, lease, lend or license the Derivative Works. However, if any of the Consultant's Tools are incorporated, in whole or in part, into the Derivative Works then Customer shall not: (i) license, sublicense, sell transfer or disclose to any third party any Consultant Tool except as incorporated into the Derivative Works; (ii) utilize or disclose Consultant Tools as independent programming, development tools or templates; or (iii) translate, decompile, disassemble or reverse engineer all or any part of the Consultant Tools (nor permit any third party to do the same).

3. TERM

The term of this Agreement shall begin as of the Effective Date and shall continue until completion of the Services described in **Exhibit A** or any Additional Statement of Services, unless earlier terminated pursuant to Section 4.

4. TERMINATION

4.1 Termination Events. The Parties hereto may terminate this Agreement as follows: (a) by mutual, written consent of the Parties; (b) by Consultant, if Customer fails to pay to Consultant any payments under this Agreement when due; (c) by either Party upon thirty days written notice if the other Party hereto materially breaches any term of this Agreement; (d) by either Party upon written notice to the other Party hereto if a proceeding is brought by the other Party in any court or under supervision of any court-appointed officer under any federal or state bankruptcy, reorganization, rearrangement, insolvency or debt readjustment law, or if any such proceedings are instituted against the other Party and it fails to obtain dismissal of such proceeding within sixty days after the same has been instituted; or (5) by Consultant, with or without cause, upon thirty days' written notice.

4.2 Effect of Termination. Termination or expiration of this Agreement shall not release any Party from any liability which has already accrued as of the date of termination or expiration, nor affect the survival of any right or obligation of either Party provided for by this Agreement. The provisions of the Sections entitled Termination, Warranties, Indemnification, Limitation of Liability, Confidentiality, Non-solicitation and Equitable Relief shall survive any termination or expiration of this Agreement.

5. PAYMENT

5.1 Fee Terms. Customer shall pay Consultant for the Services in accordance with the terms set forth in Exhibit C. All invoices submitted shall be due and payable within thirty (30) days from date of invoice. Customer shall also pay any tax or charge imposed by any governmental entity upon the sale, use or receipt of the Services. .

5.2 Costs and Expenses. Except as expressly stated in this Agreement, Consultant shall be responsible for all expenses it incurs, except that Customer shall reimburse Consultant for any travel-related expenses, and reasonable expenses for lodging and meals when Consultant is required to perform Services at locations other than Consultant's offices.

6. WARRANTIES

6.1 Generally. Consultant hereby warrants that the Services provided and any products or materials installed by Consultant shall be performed or installed by Consultant in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with the requirements of this Agreement.

6.2 Disclaimer. EXCEPT AS STATED IN THIS AGREEMENT, CONSULTANT DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, INTEROPERABILITY, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONSULTANT DOES NOT WARRANT THE WORK AND SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED AND/OR ERROR FREE. CONSULTANT DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY BREACHES, THIRD PARTY INTERRUPTION OR INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION, REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CUSTOMER, AND DO NOT EXTEND TO ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CUSTOMER ACKNOWLEDGES THAT CONSULTANT SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR OR WARRANTY OF ANY OF CUSTOMER'S SOFTWARE, HARDWARE PRODUCTS OR SERVICES PROVIDED TO CUSTOMER OR BY A THIRD PARTY, UNLESS OTHERWISE SET FORTH HEREIN.

Customer acknowledges that any products and materials may be manufactured or created by third parties and not Consultant. Consultant hereby warrants that any of the products or materials manufactured or created by Consultant, when properly installed, used and maintained, shall conform to the published specifications of Consultant and shall be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of installation, of such products and materials, whichever occurs first. If during such period, Customer provides Consultant with written notice of a defect in such products or materials, and such defect is proven by Customer, Consultant shall correct such defect, replace such defective products and materials, or return to Customer the total amount paid by Customer to Consultant for such defective

products or materials, and Customer shall have no other remedies under this Agreement. To the extent required by Consultant, any defective products or materials must be returned by Customer to Consultant or any repair facility designated by Consultant for inspection at Customer's expense.

Notwithstanding the foregoing, all warranties shall be null and void, and Consultant shall have no further obligation or liability under this warranty if a material nonconformity from the relevant specifications results from: (i) Customer's use of the Work in a manner inconsistent with the documentation and instructions provided by Consultant; (ii) alterations or modifications made by Customer without the written approval of Consultant, except as contemplated herein; (iii) defects in any third party product, including failure of a computer program to operate in accordance with specifications that prevents the Work from performing in accordance with the specifications; (iv) malfunctions of Customer's computer hardware or system environment occurring through no fault of Consultant; (v) storage, operation, use or maintenance by Customer of such Work in a manner or an environment inconsistent with the specifications and instructions of Consultant; (vi) Customer's failure to use corrections or enhancements made available by Consultant; (vii) Customer's use of the Work in combination with any product, service, or material not provided by Consultant.

If, during the term of this Agreement, Customer reports that Consultant shall have provided any Services in a manner that breaches the warranties provided in Section 6.1, Consultant shall, at no cost to Customer, repeat such services in a manner consistent with such warranties. THE FOREGOING STATES THE ENTIRE LIABILITY OF CONSULTANT AND THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO ANY BREACH OF ANY WARRANTY PROVIDED BY CONSULTANT HEREUNDER.

7. CLAIMS BY THIRD PARTIES

7.1 Indemnification by Customer. Customer acknowledges that Customer shall be responsible for the use of Customer's computer system (the "**System**") in the conduct of its business. Accordingly, Customer shall be responsible for any losses or damages (including without limitation all third party claims or demands for damages to property, breach of contract, negligence or personal injury) arising as a result of Customer's conduct of its business, including Customer's use of the System or any components thereof. Customer agrees to indemnify and hold Consultant harmless from and with respect to any such loss or damage, including without limitation attorneys' fees and costs.

7.2 Indemnification by Consultant. If the Services or any of the products or materials manufactured or created by Consultant are proven to infringe a third party's trademark, patent, copyright or other intellectual property right, or Consultant determines that any of the Services or such products or materials shall infringe such rights, or Customer is enjoined from using any of such products or materials, or any part of same, then Consultant, at its expense and sole option, shall: (1) replace such infringing Services, products or materials with non-infringing, equivalent and conforming services, products or materials, (2) modify such infringing Services, products or materials, so such Services, products or materials become non-infringing, but continue to provide the same type and quality of performance and services, or (3) procure the right for Customer to continue using such infringing Services, products or materials. This Section shall not apply to any products or materials manufactured or created by any third party or manufactured or created by Consultant to Customer's design or specifications. This Section

shall also not apply to the extent the claim of infringement is caused by Customer's misuse, abuse or modification of any products or materials, Customer's failure to use corrections or enhancements made available by Consultant, or Customer's use of such products or materials in combination with any attachments, features or devices not supplied or approved by Consultant. This Section states the entire liability of Consultant and the exclusive remedy of Customer for infringements by Services or any products or materials.

8. LIMITATION OF LIABILITY

EXCEPT IN CONNECTION WITH SECTIONS 7 OR 9 OF THIS AGREEMENT, OR ANY SECTION INVOLVING A PARTY'S OWNERSHIP OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR THEIR EMPLOYEES, AGENTS OR CONTRACTORS, OR ANY THIRD PARTY, FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. In no event shall Consultant's liability to Customer arising out of or in connection with this Agreement, whether in contract, tort or otherwise, exceed the amounts actually paid by Customer to Consultant hereunder.

9. CONFIDENTIALITY

9.1 Confidential Information and Ownership Rights of the Parties. For purposes of this Agreement, the term "**Confidential Information**" shall mean all non-public information of either Party including, without limitation, customer lists, customer information, supplier lists, financial information, contractual information, logos, designs, pricing information, internal business organization information, marketing, business and expansion plans and all other business documents, notes, records, research and development, intellectual property, technologies, processes, procedures, programs, systems, products and methods of either Party, the Works and Tools of Consultant and all written, oral or electronic information concerning any of the preceding. Each Party acknowledges and agrees that the other Party has the exclusive copyright, trademark, patent, proprietary, industrial, ownership and use rights to its Confidential Information throughout the world, whether such rights currently exist or are recognized in the future, and in all media and languages, including but not limited to: (a) all technical data or other written or oral disclosures concerning Confidential Information and/or the design, functionality and specifications of any Confidential Information; (b) all know-how, techniques or processes concerning the Confidential Information; (c) all future modifications to or improvements of Confidential Information; (d) all Derivative Works based on or know-how, inventions or technology developed from any Confidential Information and/or information derived from the Confidential Information; and (e) all rights to exploit Confidential Information commercially. Confidential Information shall not include any information which (a) was in the public domain at the time it was disclosed, or thereafter enters the public domain through no fault of the Party alleging violation of this Section; (b) was available to a Party at the time of disclosure to that Party, or thereafter becomes known by that Party, on a non-confidential basis from sources independent of Consultant or Customer; (c) information which is independently developed by either Party without use of or reference to the other Party's Confidential Information; or (d) is disclosed or used by a Party with the other Party's advance written approval.

9.2 Acknowledgments. The Parties acknowledge and agree that: (a) all Confidential Information is highly sensitive, not generally known in the industry, is protectable under federal and state intellectual property laws in the United States, and other countries and constitutes "Trade Secrets" as defined under applicable law; (b) the Parties have invested significant time and money to develop and will continue to invest significant sums to maintain the Confidential Information, and; (c) the Parties have instituted procedures to protect the confidentiality of the Confidential Information. The Parties further acknowledge and agree that they derive substantial economic benefit from the fact that the Confidential Information is confidential and; (a) competitors would obtain unfair economic and competitive advantages if Confidential Information was disclosed or used in competition and any such disclosure or use would result in irreparable and continuing injury; and (b) although some Confidential Information may bear a copyright legend, said legend in no way reduces the Trade Secret, proprietary and/or confidential status of the Confidential Information not so marked.

9.3 Confidential Information. The Parties acknowledge that in the course of Consultant's rendering the Consulting Services, the Parties will be exposed and may have access to each other's Confidential Information. The Parties hereby agree that during the Term and at all times after the termination or expiration of this Agreement for whatever reason they shall: (a) hold the Confidential Information in trust solely for the benefit and use of the other Party; (b) not directly or indirectly sell, transfer, assign, disclose or divulge Confidential Information to any person or entity without the prior written permission of the other Party; and (c) not directly or indirectly use Confidential Information or any information relating to Confidential Information for the benefit of any individual (including themselves), business, profession, partnership, corporation, joint venture or other endeavor, other than the other Party hereto, nor in any way utilize or exploit any Confidential Information commercially, nor prepare any design or derivative work from, or develop any know-how, inventions or technology predicated on any Confidential Information. Except as otherwise provided herein, upon the expiration or termination of this Agreement, the Parties will return all records, files and other documents, or copies thereof, relating to the business operations of the other Party and the Confidential Information then in his possession. Except as otherwise permitted by this Agreement, the Parties shall not retain such information in any type of written, magnetic or digital form, including, but not limited to, drawings, blueprints, lists, notes, transcripts, records, diagrams, specifications, notebooks, computer disks, documentation or other material, or copies of any of the foregoing.

9.4 Required Disclosure. To the extent either Party is required to disclose the other's Confidential Information pursuant to any court or regulatory order, the Party under an obligation of disclosure shall promptly notify the other Party in writing of the terms and circumstances surrounding such disclosure so that said Party may seek a protective order or other appropriate remedy. The Parties agree to reasonably cooperate with each other in seeking such order or remedy. The Parties further agree that if either Party is required to disclose the other's Confidential Information, the Parties shall furnish only that portion of Confidential Information that is legally required to be disclosed and shall exercise reasonable efforts to obtain reliable written assurances that confidential treatment shall be accorded Confidential Information.

10. NON-SOLICITATION

During the term of this Agreement, and for a period of twelve months (12) thereafter, Customer agrees not to, directly or indirectly, solicit, recruit or employ any employee of Consultant without the prior written consent of Consultant.

11. EQUITABLE RELIEF

The Parties acknowledge that any breach of Sections 2.4.2, 2.4.3, 2.4.4, 2.4.5, 9, or 10 cannot reasonably or adequately be compensated in damages in an action at law and may cause irreparable harm and significant injury and damage. Therefore, the Parties shall be entitled, in addition to any other remedies they may have under this Agreement or otherwise, to seek immediate preliminary, interim and permanent injunctive or equitable relief to prevent or curtail any actual or threatened breach of such Sections.

12. CONSULTANT'S RIGHTS

12.1 Reusable Components. Consultant retains any and all right, title and interest in "Reusable Components" (as defined herein), including copyright, trade secret, patent and other rights. Upon payment in full for the Services to create any deliverable that Consultant provides under this Agreement, Consultant grants to Customer a permanent, non-exclusive, world-wide, assignable, royalty-free, license to use, market, copy, distribute and reproduce the Reusable Components for Customer's business and operations and subsequent sale, licensing and/or distribution of its Products which incorporate the Reusable Components. Customer is licensed to edit or modify the Reusable Components. Customer may accomplish such modifications by itself or by the use of such contractors as it may choose. **"Reusable Components"** shall mean all computer software source code, object code, routines, tools, designs, descriptions and documentation that is or reasonably may be useable in other computer software work, projects or applications, regardless of whether such Reusable Components are developed pursuant to this Agreement or not. Nothing in this Agreement requires Consultant to treat the Reusable Components as the Confidential Information of Customer.

12.2 Promotion. Consultant may take credit for and promote its role in the creation of the Works subject to Customer's prior approval of Consultant's promotional materials, (which shall not be unreasonably withheld) that mention the Customer or the Products.

13. MISCELLANEOUS

13.1 Other Customers. During and after the term of this Agreement, it is understood that Consultant may, in its sole discretion, provide services of any type to any person or entity, in any industry or trade, and that the provision of any such services by Consultant shall not give rise to any liability to Customer on the part of Consultant.

13.2 Resolution of Conflict. Both Parties agree during a thirty day period after notice is given to the other Party of a dispute under the terms of this Agreement to use their best efforts to resolve any dispute through good faith negotiations. Except for Sections 2.4.2, 2.4.3, 2.4.4, 2.4.5, 9, 10, and 11, any dispute arising from this Agreement which has not been resolved after a thirty day period of good faith negotiations, shall be submitted to arbitration in the state specified for governing law in this Agreement. The arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association by three arbitrators with at least ten years of experience in technology law, to be chosen in accordance with said rules. The arbitrators, applying the law of the state specified in this Agreement without reference to its rules regarding choice of law, shall have the authority to grant any remedy that a court hearing the

same case would have the authority to grant. The decision rendered by the arbitrators will be final and binding on the Parties and any judgment may be entered thereon in any court having jurisdiction. The cost of the arbitration is to be shared equally by the Parties, except that each Party shall be responsible for its own attorneys' fees and expenses.

13.3 Notices. All formal notices or demands shall be in writing and shall be deemed effectively given upon personal delivery or, if mailed, by prepaid certified mail return receipt requested, to the notice address shown on the Cover Page. Either Party may change its notification address by giving the other Party prior written notice of the new address and the effective date.

13.4 Successors and Assigns. Neither party may assign or transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

13.5 Force Majeure. Neither Party shall be in default of this Agreement to the extent that performance of its obligations (other than an obligation of payment) is delayed or prevented by reason of any act or cause beyond the reasonable control of such Party.

13.6 Modification or Waiver. The Parties may by mutual agreement, amend any provision of this Agreement, and either Party may grant, consent or waive any right to which it is entitled, provided that each such amendment, consent or waiver shall be in writing. No failure or delay by either Party in exercising any right, power or remedy hereunder shall operate as a waiver.

13.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State specified on the Cover Page without reference to principles of conflicts of laws. Each of the Parties hereto (a) consents to the exclusive jurisdiction and venue of any court within the State specified on the Cover Page in connection with any dispute arising from, out of or in connection with this Agreement, (b) agrees that process may be served upon them in any manner authorized by the laws of the State specified on the Cover Page and (c) waives and covenants not to assert or plead any objection which they might otherwise have to jurisdiction or venue.

13.8 Severability. In the event that any provision or portion of this Agreement, should be held to be unenforceable or invalid, such provision shall be modified or deleted in such a manner so as to make this Agreement as modified, legal and enforceable to the fullest extent permitted under applicable laws.

13.9 Entire Agreement. This Agreement and any attachments constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements, all prior or subsequent purchase orders, understandings and negotiations, whether oral or written, between the Parties..

EXHIBIT B

SERVICES

Consultant will perform the following services: **Sale and/or installation computer equipment, Network analysis and optimization, Firewalls – establish, manage and/or maintain, Onsite IT professionals, Identification and repair of problems with computer equipment and systems**

Our first primary job will be to investigate and solve the issue with cutting over the fiber connections to the new lit fiber. Additionally we will provide network and linux consulting services on an as needed basis, unless we decide to commit to assistance on a more permanent or regular basis.

EXHIBIT C

COMPENSATION

Rates for Consultant resources assigned to this project will be:

[Network Engineer	\$175 / hour]
[Linux Engineer	\$150 / hour]
[Helpdesk Analyst	\$135 / hour]

Consulting is billed on an hourly basis unless otherwise stated in this Exhibit. Services proposed are estimated only, and are not a guarantee the services can be performed within the parameters of any estimate provided. If on an hourly basis, Customer will be billed only for hours actually expended. If the services will exceed Consultant's estimate, Consultant will inform Customer in writing prior to incurring such expense and Customer will have the right to continue said service for the revised estimate or decline the further work by notifying Consultant in writing. In the event that Customer declines further work, Customer shall pay Consultant for work already completed.