



Professional Services Agreement

ASysTech, Inc., is a Florida corporation, ("ASysTech"). This agreement is between ASysTech and all customers who engage our services and/or sign our quotations and proposals (Client). It shall be referred to as the "Agreement."

ASysTech does business under these trade names: "**Lane Technology Solutions**" and "**Kompyuta**" and "**Tech Gallery**" and "**WebDirect365**". This Agreement applies to those entities as well.

This agreement explains our terms and conditions and serves as the foundation and framework of our business relationships with you and/or your company.

The Purpose of the Agreement

With this Agreement, Client engages ASysTech to provide information-technology consulting services (the "Professional Services"), computer software licenses and hardware (the "Products"), and/or computer programs, electronic documents (such as web pages), documentation, and related printed materials originated and prepared for Client by ASysTech (the "Custom Content"). This Agreement, in concert with each Statement(s) of Work, explains and governs the provision of Professional Services, Products, and Custom Content. The Professional Services, Products, and/or Custom Content described by and to be provided under a particular Statement of Work or Signed Quote shall constitute a "Project."

Agreement

ASysTech and the Client agree as follows:

1. Statement(s) of Work.

1.1. Scope. ASysTech and the Client will jointly develop, for each Project, a detailed Statement of Work, which defines ASysTech's responsibilities with respect to each Project. Any Professional Services, Products, or Custom Content requested by the Client that are outside the scope of a Statement of Work will be charged to the Client on a time and materials basis. ASysTech will provide a written schedule of its current rates upon request.

1.2. Conflicting Terms. In the event of a conflict between the terms of this Agreement and a Statement of Work, the terms of this Agreement shall govern. In the event of a conflict between the terms of this Agreement or a Statement of Work and a Client-issued purchase order or other term-containing document, the terms of this Agreement or the Statement of Work shall govern. Additional terms contained in any Client-issued purchase order or other term-containing document shall not become part of the terms of the Agreement between the parties unless specifically agreed to in a writing signed by ASysTech.

2. Fees, Expenses, and Payment.

2.1. Fees. Client shall pay ASysTech the fees set forth in each Statement of Work as they are invoiced to Client. ASysTech may issue invoices to Client while a Project is in progress on a

weekly, biweekly, or monthly basis, or as otherwise provided in each Statement of Work. ASysTech shall have the right to immediately stop all performance under this Agreement if Client fails to timely pay ASysTech for work performed within or outside the scope of any Statement of Work. Any failure to pay shall constitute a material breach of this Agreement by Client.

2.2. Products and Parts. Client agrees to pay ASysTech in full for any Products or other parts necessary for ASysTech to provide the services described in the Statement of Work. If the Products or parts necessary to properly complete a Project are not listed on the Statement of Work for the Project, ASysTech will obtain written approval from Client before incurring any expense about the non-listed Products or parts.

2.3. Expenses. In addition to Fees set forth in Section 2.1, Client shall reimburse ASysTech for all client approved expenses reasonably incurred in rendering services to Client pursuant to this Agreement or a Statement of Work ("Expenses"). ASysTech will normally invoice Expenses on a weekly basis. Client shall also reimburse ASysTech for special or unusual expenses incurred at Client's specific written request.

2.4. Taxes. Client shall pay or reimburse ASysTech for all sales, use, transfer, privilege, tariffs, excise, and all other taxes and all duties which are levied or imposed by reason of ASysTech's performance under this Agreement. This excludes income taxes payable by ASysTech on ASysTech's profits.

2.5. Payment of Invoices. All invoices shall be paid by Client within twenty one (21) days of the invoice date. Payments not made within such time shall be subject to late charges of one and one-half percent (1.5%) per month of the overdue amount.

2.6. Credit Bureaus. ASysTech shall have the right to make initial and periodic inquiries regarding Client's credit history to credit reporting agencies. If Client (i) fails to pay more than two invoices in a twelve-month period in a timely manner, or (ii) fails to pay any invoice within 60 days of its issuance, ASysTech shall further have the right to report information concerning Client's negative payment history to any credit reporting agency or bureau.

2.7. Collection Expenses. Client agrees to reimburse ASysTech in full for all costs and expenses of collection, including but not limited to attorney fees, incurred because of Client's non-timely payment of invoices. ASysTech has the right, in its sole discretion, to refer any delinquent account to an outside debt collection service.

3. Security Interest.

ASysTech shall retain a security interest in each of the Products provided to Client until Client pays in full the amount either (i) associated with an entire Project, or (ii) payable for any Products delivered outside the scope of a Statement of Work. Client agrees to provide all necessary information and execute all documents (such as a UCC-1 or its equivalent) necessary for ASysTech to perfect a security interest in such Products within ten (10) days of ASysTech's request. When the amounts payable with respect to a particular project or product have been paid for in full, ASysTech agrees to promptly execute the appropriate termination notices with respect to such Products.

4. Non-Solicitation of ASysTech Employees or Subcontractors.

Client agrees that while this Agreement remains in force and for a period of twenty-four (24) months after the termination of this Agreement, Client shall not directly solicit or otherwise communicate with (i) any ASysTech employees with the purpose of causing such employees to terminate their employment with ASysTech, or (ii) any subcontractors employed by ASysTech with the purpose of causing such subcontractors to terminate their contractual relationship with ASysTech. Client further agrees that during

such period Client shall not directly engage, employ, or otherwise hire any persons who are, were, or have been employees or subcontractors of ASysTech during the term of this Agreement.

5. Proprietary and Confidential Information.

5.1. Definition. "Proprietary or Confidential Information" means all information or material which (i) gives a party some competitive business advantage or the opportunity of obtaining such advantage, or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking or (b) known by the parties to be considered confidential and proprietary. Neither party shall have any obligation with respect to confidential information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process.

5.2. Protection. Each party agrees to hold the other's Proprietary or Confidential Information in strict confidence. Each party agrees not to make the other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as necessary to the completion of the work contemplated by this Agreement. Each party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of either party is not disclosed or distributed by its employees, agents, or contractors in violation of the provisions of this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. Each party acknowledges that any use or disclosure of the other party's Proprietary or Confidential Information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing party. Accordingly, each party hereby agrees that, in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-using or non-disclosing party may be entitled to equitable relief as granted by any appropriate judicial body.

6. Term and Termination of Agreement.

6.1. Term. This Agreement shall be effective from the Effective Date until termination as provided for in this Section.

6.2. Termination by Notice. This Agreement may be terminated by either party upon 30 days prior written notice to the other.

6.3. Termination for Cause. This Agreement may be terminated by either party upon 30 days prior written notice to the other, if the other party breaches any material obligation provided for hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice.

6.4. Termination of Statement of Work. A Statement of Work may be terminated by either party upon written notice to the other, upon thirty (30) days written notice.

6.5. Effect of Termination.

6.5.1. Payment of Fees. Client shall pay ASysTech according to the applicable Statement(s) of Work for all performance and delivery completed at the date of termination. In addition, ASysTech shall be paid at its then-current hourly rates for time spent and materials expended through the date of termination on any uncompleted work.

and services, regardless of whether such work, services, and materials have been previously invoiced at the rates indicated on a Statement of Work.

6.5.2. Return of Proprietary or Confidential Information. Within ten (10) days after the termination or expiration of this Agreement or a Statement of Work, each party shall return to the other all Proprietary or Confidential Information of the other party (and any copies) in the party's possession or, with the approval of the party, destroy all such Proprietary or Confidential Information.

7. Rights to Custom Content.

Client and ASysTech agree, unless described otherwise in a signed Statement of Work for a Project, that: (i) all Custom Content shall belong exclusively to and be the property of ASysTech, (ii) that Custom Content shall not constitute a work made for hire under the Copyright Act; and (iii) that ASysTech shall have the exclusive right to protect the Custom Content by copyright or any other means. However, ASysTech agrees that upon receipt of payment in full of the fees associated with the Deliverable which constitutes the Custom Content, ASysTech shall grant Client a non-exclusive, non-transferable, perpetual license to use the Custom Content for Client's internal business purposes. Except as may otherwise be provided in a Statement of Work, Client shall not rent, sell, assign, lease, sublicense, or otherwise transfer the Custom Content. Notwithstanding the provisions of Section 1.2 (Conflicting Terms), any language in a Statement of Work that is signed by both parties may create intellectual property rights and obligations that differ from those created by this Professional Services Agreement. In that case, the conflicting provisions of the signed Statement of Work shall govern with respect only to the Project described by that statement of work. Client will be notified upon the creation of Custom Content applicable to this provision.

8. Support and Training.

Unless otherwise agreed by the parties in a Statement of Work or under a LTS Managed Services Agreement, ASysTech shall not be responsible for providing any maintenance, support, or training for the Products or Custom Content delivered under any Statement of Work, or providing any updates, enhancements, versions, or new releases of such Products.

9. Limited Warranties.

9.1. Performance of Professional Services. ASysTech warrants that the professional services will be performed in a workmanlike and professional manner by appropriately qualified personnel.

9.2. Products. ASysTech will assist Client in pursuing the appropriate remedies under manufacturer-provided warranties, when such a warranty is provided. ASysTech makes no warranty, express or implied, about any products, software, or hardware obtained by ASysTech from third parties ("Third-Party Goods"). ASysTech specifically disclaims the implied warranty of merchantability and the implied warranty of fitness for a particular purpose about Third-Party Goods.

10. Disclaimer of Warranties.

Except as provided herein, ASysTech disclaims all warranties, express and implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. No oral or written information or advice given by ASysTech or ASysTech's representatives shall create a warranty or in any way increase the scope of the warranties provided for herein. ASysTech makes no warranties whatsoever about data maintenance or integrity. Clients assume all risks of data loss and responsibility for all necessary backups.

11. Limitation of Liability.

11.1 ASysTech's total liability to Client for all damages, losses, and causes of action shall not exceed (i) the amount of the fees for Professional Services actually paid by Client to ASysTech during the two (2) months prior to the event giving rise to liability, or (ii) the amount actually paid by Client to ASysTech for the Products giving rise to Client's damages or loss, whichever is less. Client agrees that ASysTech shall not be liable to Client or any third party for any indirect, incidental, consequential, exemplary, or punitive damages arising out of or connected in any way with ASysTech's performance under this Agreement or under any Statement of Work, including without limitation damages for lost business, lost profits, business interruption, loss of data, or loss of business information. This limitation applies even if ASysTech has been advised of the possibility of such damages. This limitation of liability shall apply even if the express warranties set forth above fail their essential purpose.

11.2 From time to time, ASysTech will advise clients to follow industry best practices as issued by vendors and industry associations. Further, ASysTech will advise and make recommendations to ensure that clients stay in compliance with various laws and rules issued by all levels of government. Clients' failure to invoke said recommendations and advice may result in ASysTech being absolved of all liability should said failure result in damages and violations issued.

12. Common Provisions.

12.1. Force Majeure. Except with regard to payment obligations, either party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the party, including, but not limited to, default of subcontractors or suppliers, failures of third party software, default of third party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the party must act diligently to remedy the cause of the delay or failure.

12.2. Governing Law and Limitation of Actions. This Agreement shall be construed according to, and the rights of the parties shall be governed by, the law of the State of Florida, without reference to its conflict of laws rules. No action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen.

12.3. Independent Contractor Status. Client and ASysTech agree that ASysTech shall perform its duties under this Agreement as an independent contractor. Personnel employed or retained by ASysTech who perform duties related to this Agreement shall remain under the supervision, management, and control of ASysTech. To assist it in carrying out its duties and responsibilities pursuant to this Agreement and any Statement(s) of Work, ASysTech may subcontract with or otherwise engage the services of one or more third parties.

12.4. Entire Agreement. This Agreement sets forth the entire agreement between the parties about the subject matter hereof and supersedes all prior agreements. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this Agreement, except as referenced herein.

12.5. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other except as provided in this section.

12.5.1. By ASysTech. ASysTech may assign this Agreement provided such assignment (i) is in writing, and (ii) states that the assignee is accepting all obligations of ASysTech

under this Agreement and agrees to be bound by and discharge the Agreement's terms, conditions, and obligations as if it were the original party hereto.

12.5.2. By Client. Client may assign this Agreement to a parent or subsidiary corporation, or in the event of an affiliation, merger, acquisition, sale or disposition of substantially all of its assets, provided such assignment (i) is in writing and (ii) states that the assignee is accepting all obligations of Client under this Agreement and agrees to be bound by and discharge each of the Agreement's terms, conditions, and obligations as if it were the original party hereto.

12.6. Severability. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

12.7. Waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

12.8. Survival. The following provisions shall survive termination of this Agreement: Sections 2 (Fees, Expenses, Payment), 7 (Rights to Custom Content), 11 (Limitation of Liability), 5 (Proprietary and Confidential Information), and 12.8 (Survival).

12.9. Amendment. This Agreement and the Statement(s) of Work which it governs may be amended only by a written agreement signed by both parties, except as otherwise specifically provided herein.

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

13. Deliverables, Schedule, and Milestones:

Our service goals are:

Service Prioritization Goals	High Severity	Medium Severity	Low Severity
High Impact	4 hr	8 hr	Same Day
Medium Impact	8 hr	Next Day	48 hours
Low Impact	24 hr	48 hr	Next Visit

Severity:

- Low – One user or a small group of users is affected
- Medium – Departments or large group of users are affected
- High – Whole Company is affected

Impact:

- Low – More of an irritation than a stoppage
- Medium – Business is degraded, but there is a reasonable workaround
- High – Critical – Major business processes are stopped

14. Documentation:

All work performed will be documented in ASysTech's Service Tracking System.

15. Fees, Costs, and Payment Terms:

- Currently, our Standard Rate is \$160 per hour for Level One and Level Two technicians, and \$180 per hour for Level Three Engineers and Network Architects and C-Level employees. These rates are subject to change with 30-day notice.
- Standard rates apply during normal business hours, 8:30 AM until 5:30 PM, Monday through Friday.
- After Hours rates are billed at one and one-half times the standard rates, 5:31 PM until 8:29 AM, Monday thru Friday and all day on Saturdays and Sundays.
- Holiday rates apply during all ASysTech holidays and are billed at twice the standard rate.
- Minimum charges for service are ¼ hour for remote support, 1 hour for onsite support and 2 hours for emergency support.