

## PROFESSIONAL SERVICES AGREEMENT

As of this date, \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as "Client") and **Networks of Houston** (hereinafter referred to as "NoH") enter into this Agreement for Professional Services ("the Agreement") whereby NoH will provide services, as hereinafter more specifically described, to Client. Such services will be performed by NoH in accordance with the terms and conditions hereinafter provided. The term "Consultant" is defined to mean full-time or part-time employees of the NoH. The term "employee" does not describe or relate to the relationship between NoH and Client under this Agreement.

### 1. TERM

This Agreement shall commence on the date hereof and shall remain in effect until terminated by either party giving the other party written notice of termination.

### 2. SCOPE OF SERVICES

NoH will provide to Client those experienced and qualified Consultants as requested from time to time by Client. Such Consultants are to perform services as directed by Client. NoH will prepare a Professional Services Agreement Work Order ("Work Order") a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, for each Consultant to be supplied to Client and submit such form in duplicate to the other party for approval. Client, upon its acceptance shall execute the Work Order and return one fully executed copy to NoH. The number of Consultants assigned, duration of each individual's assignment period and appropriate fee for professional services rendered under the terms and conditions of this Agreement are further set forth on the Work Order.

### 3. LOCATION OF WORK AND WORKING ARRANGEMENT

Consultants assigned to the projects of Client will perform the services of the project on the premises of Client except when such projects or tasks may, by mutual agreement between Client and NoH, be performed off-site. Client agrees to provide working space, supplies and computer resources as required in connection with the performance of services described herein.

### 4. HIRING PROCESS AND PROBATIONARY PERIOD

Client may interview the Consultant to be assigned to it, or any replacement thereof, prior to his/her appointment to the assignment and such interview shall be without prejudice to any related probationary period. Client may accept or reject the potential Consultant for any reason whatsoever, including but not limited to acceptance or rejection based upon skills required, background and experience of each Consultant recommended by NoH. The first ten (10) business days of the assignment is probationary and during this period Client may notify NoH and request a suitable replacement in the event that the Consultant is for any reason in Client's sole judgment not satisfactory to Client. If Client gives such notice and requests replacement, Client will be billed only for those hours worked by the Consultant up to the point that NoH receives notice from Client that Consultant is not satisfactory.

### 5. INDEPENDENT CONTRACTOR

NoH, including any Consultant, at all times during the term of this Agreement shall be an "Independent Contractor". All compensation earned in connection with the subject matter of this Agreement, including provision for employment taxes, expenses and benefits associated with employment, will be the responsibility of the NoH. Further, NoH acknowledges that neither he nor any assigned Consultant is entitled to any Client employment rights or benefits.

6. CONFIDENTIAL INFORMATION

Confidential information shall mean all information disclosed to NoH, including its employees assigned to Client as Consultants, which relates to Client's past, present and future business activities. NoH shall hold all such confidential information in trust and confidence for Client, and agrees that it and its Consultants will not, during or after the termination of the Agreement, disclose to any person, firm, corporation or entity, nor use for its own business or benefits, any information obtained by it while in the execution of the terms and conditions of this Agreement, including information owned by Client and information owned by third parties which is in the possession of Client.

Confidential information shall further include any software or other applications made available by Client to NoH which is under license to Client by a third party and with respect to which such third party has retained intellectual and/or proprietary rights. NoH agrees that any such confidential information disclosed to it hereunder shall be subject to such third party's intellectual and/or proprietary rights therein.

7. COMPENSATION

Client agrees to pay the NoH the fees and charges specified in the applicable Work Order, in accordance with the terms and conditions set forth herein.

NoH shall submit itemized timesheets for the services furnished and/or statements of applicable expenses incurred (which shall be identifiable as to who incurred the expense and the date it was incurred) on a weekly, basis to Client's Office Manager for verification and signing prior to being invoiced. NoH shall submit to Client, on a weekly basis, itemized invoices for services furnished or expenses incurred during the preceding period. The invoices shall indicate the breakdown and distribution of charges by name of Consultant along with their associated expenses. NoH shall retain all relevant records for one year following rendition of any invoice to Client, and such records during such period shall be available to appropriate Client personnel for auditing purposes. Client shall make payment to NoH within **five** (5) days after receipt of invoices submitted by NoH.

Client shall reimburse NoH for all reasonable travel and other expenses (over and above normal daily working and commuting expenses) at actual cost, incurred in connection with on-the-job services, furnished under this Agreement. All such expenses must be authorized in advance by Client.

8. HOLIDAYS AND ABSENCES

Whenever possible, a Consultant's holidays will be agreed between NoH and Client at least two weeks in advance. Under normal circumstances, contractors will not work during standard Client holidays. Each Consultant shall notify Client of absences from the assignment due to sickness, etc. as soon as reasonably possible. No fee will be payable in respect of any period, including holidays, during which NoH is absent from the assignment. Client is not obligated to allow contractor to work additional hours around the holiday or sick day to make up for non-paid time off.

9. INTELLECTUAL PROPERTY AND WORK PRODUCT

NoH and its employees shall have no proprietary interest in the work product developed by NoH or its employees during the course of its engagement on premises and agrees that all such work product shall be considered to be a work made for hire and is owned by Client. NoH and its employees expressly assigns all rights to Client to any and all copyrights, patents, trade secrets or any other proprietary rights which NoH and its employees otherwise might be entitled to claim in the work product so developed.

10. HOLD HARMLESS

Client agrees to protect, defend, indemnify and hold NoH, and its directors, officers and employees, free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character, including, but not limited to, any and all claims arising out of death, personal injury, damage to property, and additional taxes of any nature, arising out of, in connection with or resulting from the work performed by NoH or NoH employees, agents and subcontractors hereunder.

11. EXCLUSIVITY

This Agreement shall be construed to grant or entitle NoH to an exclusive right to provide the services herein to Client or to restrict Client from entering into arrangements with other Contractors for the same or similar services without first offering such services to NoH.

12. SOLE AGREEMENT

This Agreement shall supersede all prior agreements and understandings between the parties respecting the subject matter hereof. No representations or statements made by any representative of Client or NoH, which are not stated herein shall be binding. The provisions hereof constitute the entire Agreement between the parties.

No modification or amendment hereof shall be binding unless in writing and signed by a duly authorized representative of each party. Failure of either party to enforce rights under this Agreement shall not constitute a waiver of such rights.

13. ASSIGNMENT

Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party.

14. COMPLIANCE WITH LAWS

NoH agrees that it and its employees, agents and subcontractors shall, while on the premises of Client or while rendering services for Client, comply with all applicable federal, state and local rules, regulations, orders and laws including but not limited to those pertaining to the use and possession of alcohol or illegal substances, use and possession of firearms, harassment (sexual and otherwise) and discrimination.

15. TEXAS LAW

This Agreement is deemed to be made under and shall be construed according to the laws of the State of Texas.

16. WRITTEN COMMUNICATIONS

Until notice of any change is delivered in accordance with this provision, any notice, request, statement or other communication provided for in this Agreement shall be in writing and shall be considered as duly delivered when mailed to the following addresses of the parties:

If to Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

If to NoH:

\_\_\_\_\_  
Networks of Houston  
8027 Greens Rd.  
\_\_\_\_\_  
Humble, TX 77396  
\_\_\_\_\_  
Attn: Pete Ritzou  
\_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been entered into on the date hereinabove first written.

Accepted:

("Contractor")  
Networks Of Houston

("Client")

|                  |            |
|------------------|------------|
| By: Pete Ritzou  | By:        |
| Signature:       | Signature: |
| Title: President | Title:     |
| Date:            | Date       |

**EXHIBIT "A"**

**PROFESSIONAL SERVICES WORK ORDER**

To that certain Agreement for Professional Services dated \_\_\_\_\_ by and between \_\_\_\_\_, ("Client") and **Networks of Houston** ("NoH").

**I.**

NoH shall assist Client in developing, expanding and supporting software systems, its Network environment, Remote Access to servers, and its Server and PC Client hardware, and as requested by Client. Due to the possible variety of technical skills needed for the overall collection of work requests, NoH reserves the right to assign additional consultants as needed to accomplish the task at the below agreed upon rate. Refusal of any individual request shall not constitute a termination of this agreement.

**II.**

For and in consideration of the completion and acceptance of the work described above, Client agrees to pay NoH in accordance with Article 7 of the Professional Services Agreement and in accordance with the following rates:

| <u>Personnel</u> | <u>Rate</u>  | <u>Duration</u>    |
|------------------|--|--------------------|
| Consultant       | \$ _____ per hour,<br>with a minimum of ___ hour per normal business _____ | _____,200__ – Open |

**III.**

The duration stated above indicates the period during which work performed by contractor will be paid at the stated rate. Actual hours worked during the period will depend on the individual work requests and may vary widely throughout the period. Client reserves the right to terminate this Work Order With 30 days written notice, prior to the projected end date.

Accepted:

("Contractor")  
Networks Of Houston

("Client")

|                  |            |
|------------------|------------|
| By: Pete Ritzou  | By:        |
| Signature:       | Signature: |
| Title: President | Title:     |
| Date:            | Date:      |