

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. NoH will perform such services 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 via phone. In the event of on-site service, such Consultants are to perform services as directed by Client.

3. **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.

5. **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 shall make payment to NoH within **five (5)** days after receipt of invoices submitted by NoH. Client will be charged \$80 per month, billed in advance of phone support service, and received by NoH prior to the 1st day of each month. If payment is not received by the 3rd day of the month, services will be suspended until payment is received. Phone service shall include up to 30 minutes of support per ¼ month. Additional minutes will be billed at a rate of \$15 for each 30-minute period over the allotted time. A rate of \$65.00 per hour for on-site normal service is guaranteed for 6 months from date indicated below.

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.

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.

Accepted:

("Contractor")
Networks Of Houston

("Client")

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