



MASTER SERVICES AGREEMENT

PREPARED FOR:

[INSERT CLIENT NAME]
[INSERT CLIENT STREET ADDRESS LINE 1]
[INSERT CLIENT STREET ADDRESS LINE 2]
[INSERT CLIENT CITY, STATE, ZIP]

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is by and between Lanlogic, Inc. (“Lanlogic”) and _____ (“Client”), as of the date signed below by both parties (the “MSA Effective Date”).

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Lanlogic and the fees for such services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the “Services.” The Service Attachments identify the terms and conditions applicable to particular Services, as opposed to those generally applicable to all Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by Lanlogic to Client are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

Additional Services

“Supplemental Services” are limited, additional services and equipment Client may need on a “one-off” or emergency basis that are not included within the scope of the Services described in the Service Attachments. Client shall pay additional Service Fees for Supplemental Services. Lanlogic shall notify Client of any such additional Service Fees and shall obtain Client’s approval prior to providing such Supplemental Services. Lanlogic shall use commercially reasonable efforts to provide Supplemental Services. However, Lanlogic has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied. In addition, if Lanlogic determines that any additional services requested by Client would be inappropriate for treatment as Supplemental Services under this paragraph, Lanlogic may deliver to Client a proposed Service Attachment for Project Services, which would become effective under this MSA following execution by Lanlogic and Client.

Requests for Changes

If Client wishes to implement changes in any Services during the term of an applicable Service Attachment, Client must request such changes in writing and deliver the request to Lanlogic. Lanlogic shall review and return the request to Client with a written evaluation of the changes, including any cost associated with the changes and the impact the changes will have on the completion of the Services. Following its review of

Lanlogic’s evaluation, Client then may choose to approve the changes by signing and returning to Lanlogic a copy of Lanlogic’s written evaluation, which then will be subject to the terms and conditions of this MSA and any applicable Service Attachment. No changes in any Service Attachment will be effective until Lanlogic receives such a signed evaluation of a written change request.

FEES FOR SERVICES | PAYMENT TERMS

Fees for Services are set forth in Service Attachments. Any services performed outside the Service Attachments will be at Lanlogic’s then-current time and material rates unless otherwise mutually agreed to in writing by the parties.

Pass-Through Expenses

Client shall pay Lanlogic’s reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Lanlogic in performing Services. Any such “Pass-Through Expenses” will be billed at cost and invoiced monthly.

Invoicing Requirements

Lanlogic shall deliver to Client a monthly invoice no later than the last business day of each calendar month. Each invoice generally will include (1) the Service Fees owed for the following calendar month, (2) any known Pass-Through Expenses for which Client is responsible, and (3) any other applicable charges or fees for the immediately preceding month and other preceding months, including adjustments to the Service Fees.

Payment Terms

Client shall pay the amount reflected on any invoice as owed to Lanlogic, due upon receipt. Client shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all such amounts not paid within thirty (30) days following Client’s receipt of any such invoice (the “Payment Deadline”). If Client disputes in good faith all or any portion of the amount due on any invoice, or if Client otherwise requires any adjustment to an invoiced amount, Client must notify Lanlogic in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are

MASTER SERVICES AGREEMENT

unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount to Lanlogic by the Payment Deadline. If it is ultimately determined that such amount should not have been paid by Client to Lanlogic, Lanlogic shall apply a credit equal to such amount on Client's next invoice.

Suspension of Service

If Client fails to pay all amounts owed to Lanlogic under this MSA when due, then upon at least ten (10) business days prior written notice to Client, and in addition to any other remedies available at law or in equity, Lanlogic may suspend Services under this MSA until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Lanlogic, Lanlogic shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with Lanlogic's level of security, updates and best practices. If necessary, Client shall reimburse Lanlogic at Lanlogic's then-standard hourly billing rate for any time spent performing such validation. Lanlogic's right to suspend Services under this section is in addition to Lanlogic's right to terminate this MSA or any applicable Service Attachment for non-payment.

Taxes

All charges and fees to be paid by Client are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Lanlogic for their payment. The parties shall cooperate with each other in determining the extent to which any taxes are owed.

TERM AND TERMINATION

Term

This MSA commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted below.

Termination

Either party may terminate this MSA for any reason upon at least 30 days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any such notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Lanlogic will perform all Services solely in Lanlogic's capacity as an independent contractor and not as an employee, agent or representative of Client. Lanlogic will not be entitled to any privileges or benefits that Client may provide to its employees, and Lanlogic will remain responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes or mandatory assessments imposed by any governmental body on employers in regard to those of its employees engaged in the performance of the Services.

Unless otherwise agreed and only to the extent as defined in an applicable Service Attachment, neither Lanlogic nor Client, nor their respective employees or agents, are authorized to act or to appear to act as a representative of the other party, whether in performing the Services or otherwise.

INTELLECTUAL PROPERTY RIGHTS

Client Works

Any original work, regardless of medium, that Lanlogic delivers to Client and that does not consist of modifications to an existing Lanlogic Work (as defined below) is a "Client Work," is to be deemed a "work made for hire" under U.S. law, and is the sole, exclusive property of Client, except for the following items, which do not constitute Client Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;
- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information Lanlogic had or acquired during the performance of its Service for Client, not including any proprietary business information of Client, conveyed to Lanlogic by Client.

To the extent any Client Work may be deemed not to be a "work made for hire" under applicable law, Lanlogic hereby irrevocably assigns and conveys to Client all of its copyright in such Client Work. Lanlogic further hereby irrevocably assigns to Client all of its



MASTER SERVICES AGREEMENT

patent, copyright, trade secret, know-how and other proprietary and associated rights in any Client Work.

Lanlogic Works

Any writing or work of authorship, regardless of medium, created or developed by Lanlogic or Client in the course of performance under this Agreement and related to existing works owned by Lanlogic is a "Lanlogic Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Lanlogic. To the extent any Lanlogic Work for any reason is determined not to be owned by Lanlogic, Client hereby irrevocably assigns and conveys to Lanlogic all of its copyright in such Lanlogic Work. Client further hereby irrevocably assigns to Lanlogic all of its patent, copyright, trade secret, know-how and other proprietary and associated rights in any Lanlogic Work.

License to Lanlogic Works

Lanlogic hereby grants Client a limited, non-exclusive, revocable, royalty-free license to use any Lanlogic Works for Client's internal business purposes only during the term of this MSA.

General Skills and Knowledge

Subject to Lanlogic's obligations under this MSA, Lanlogic may utilize any skills, knowledge or ideas of a general nature acquired during the course of providing the Services, and may independently develop the same or similar deliverables for other clients based on skills, knowledge or ideas of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in a similar work performed for another client of Lanlogic.

LANLOGIC-SUPPLIED EQUIPMENT

"Lanlogic-Owned Equipment" means any computer equipment, backup, monitoring, backup racking, or associated hardware or other equipment (if any) owned by Lanlogic and used at Client's location to facilitate the delivery of Services to Client.

Lanlogic is and will remain the sole owner of any Lanlogic-Owned Equipment provided by Lanlogic. Lanlogic-Owned Equipment is provided by Lanlogic to Client on a rental basis only, and this MSA transfers to Client no Lanlogic-Owned Equipment ownership rights of any kind.

Lanlogic has and will retain sole discretion to determine the appropriate Lanlogic-Owned Equipment and associated software, if any, to be used at Client's location, provided that Lanlogic's determination does

not materially impair the availability or delivery of services under this MSA. Lanlogic also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Lanlogic-Owned Equipment.

Lanlogic makes no independent representations or warranties with respect to the Lanlogic-Owned Equipment. Any third-party warranties are the exclusive remedies of Client with respect to such Lanlogic-Owned Equipment. In the event of a Lanlogic-Owned Equipment malfunction, Lanlogic will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Lanlogic-Owned Equipment in use at Client's location.

Client shall take reasonable care of the Lanlogic-Owned Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is responsible for all damage to or loss of the Lanlogic-Owned Equipment used at Client's location, other than loss or damage caused by Lanlogic's employees or contractors. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Lanlogic-Owned Equipment. Such policy or policies of insurance must cover the Lanlogic-Owned Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Lanlogic as an insured beneficiary with respect to the Lanlogic-Owned Equipment. Upon demand by Lanlogic, Client shall produce evidence to Lanlogic that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection and appropriate environment to support the Lanlogic-Owned Equipment.

Client shall not remove any sign, label or other marking on the Lanlogic-Owned Equipment identifying Lanlogic as the owner of the Lanlogic-Owned Equipment. Client does not acquire and will not acquire any rights of ownership in the Lanlogic-Owned Equipment by virtue of this MSA, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Lanlogic-Owned Equipment or any equipment at Lanlogic's data centers.

On termination of any Service Attachment pursuant to which Lanlogic delivers Lanlogic-Owned Equipment to Client, Client shall allow Lanlogic and its employees and contractors reasonable access to Client's premises to remove the Lanlogic-Owned Equipment.



MASTER SERVICES AGREEMENT

LANLOGIC-SUPPLIED SOFTWARE

"Lanlogic Software" means all and any software, whether owned or otherwise licensed by Lanlogic, which is installed on Lanlogic-Owned Equipment or provided by Lanlogic to Client for installation on Client's computer equipment. Lanlogic Software does not include software resold to Client by Lanlogic or as otherwise agreed to in writing.

This MSA does not transfer any right, title, or interest in the Lanlogic Software to Client. Client's use of the Lanlogic Software is subject to all applicable terms of any end-user license agreement pertaining to the Lanlogic Software, a copy of which will be made available to Client upon request.

Client shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Lanlogic Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Lanlogic Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Lanlogic Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Lanlogic Software or any part thereof, or otherwise attempt to discover any Lanlogic Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Client; and (b) any business plans and financial information, regardless of whether such information would be protected under the common law.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Confidential Agreement

No copy of this MSA, discussions, negotiations, terms or conditions relating to the MSA, or any other information relating to this MSA may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Lanlogic may publicly refer to Client, orally and in writing, as a Client of Lanlogic. Any other reference to Client by Lanlogic may be made only pursuant to a written agreement between the parties. However, either party may release information related to the parties' agreements or relationship to the extent that such release is required by law or by the rules of any national stock exchange applicable to such party or its affiliates. In that event, and if practicable under the circumstances, the party to make such disclosure will notify the other party of the proposed timing for such release.

Prior NDA

In the event Lanlogic and Client have previously entered into a Non-Disclosure or Confidentiality agreement ("Prior NDA"), this section is to be interpreted as supplementing the terms and conditions contained therein. The rights and obligations of either party shall in no instance be less than what is set forth in the Prior NDA. Any ambiguity or inconsistency among the terms of this section and of the Prior NDA shall be resolved by giving precedence to the Prior NDA.

CLIENT COVENANTS AND OBLIGATIONS

Software Licensing

Client represents that it has title to or license or rights to use or modify and has license or rights to permit Lanlogic to use, access or modify any software that Client has requested Lanlogic use, access or modify as part of the Services.



MASTER SERVICES AGREEMENT

Lanlogic Access

Client shall supply Lanlogic necessary access to its personnel, appropriate documentation and records and facilities in order for Lanlogic to timely perform the Services.

LANLOGIC REPRESENTATIONS

Internal Network Security Compromise Policy

Lanlogic monitors the availability and performance of its internal firewall, email, web and file servers. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Lanlogic's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Lanlogic proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Lanlogic also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

Service Warranty

Lanlogic warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed to be accepted unless Client notifies Lanlogic in writing within ten (10) working days after performance that the Services did not conform to this warranty. Lanlogic promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LANLOGIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO HIRING

Throughout the term of this MSA and for a period of one year after the termination or expiration of this MSA, Client and Lanlogic shall not solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee or independent contractor of the other who participated in the performance of either party's obligations under this MSA, without the prior written consent of the other. Both parties acknowledge that injury resulting from any breach of this provision would

be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event either party violates this provision, that party shall pay to the other as liquidated damages an amount equal to 100% of the affected employee's total annual compensation, calculated as of the date that the affected employee's relationship with Lanlogic terminates. The amount of such liquidated damages is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

The parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this MSA within sixty (60) days of the date such dispute arises. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA, including the existence, validity, interpretation, performance, termination or breach thereof, is to be settled by arbitration in accordance with the Arbitration Rules (and if Client is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). There will be three (3) arbitrators (the "Arbitration Tribunal"), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The arbitration will be conducted in English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but the parties shall share equally the expenses of the Arbitration Tribunal and the AAA. This MSA will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in San Francisco, CA, or other location as is mutually agreed by the parties. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Client's failure to pay for Services in accordance with this MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to

MASTER SERVICES AGREEMENT

make such a claim within the six (6) month period shall forever bar the claim.

Continued Service

Unless Lanlogic is bringing an action for failure to make payments by Client for Services not otherwise in dispute, Lanlogic shall continue to provide Services under this MSA, and Client shall continue to make payments to Lanlogic, in accordance with this MSA, during the period in which the parties seek resolution of the dispute.

INDEMNIFICATION

By Client

Client shall defend, indemnify and hold Lanlogic harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Lanlogic's use, access or modifications of any software that Client has requested Lanlogic use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Client, or Client's customers' use of any Services in violation of any provisions of, or Client representations in, the Service Attachments under which Lanlogic provides such Services to Client violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

Client further shall pay any judgments or settlements based on any such claims.

By Lanlogic

Lanlogic shall defend, indemnify and hold Client harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the Services or deliverables provided by Lanlogic infringe any patent, copyright, trademark, trade secret or other intellectual property right, arising out of or relating to Lanlogic's professional services obligations and Lanlogic shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT, LANLOGIC'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE LESSER OF (1) THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE AVAILABLE TO LANLOGIC UNDER ITS

APPLICABLE INSURANCE POLICIES, TOGETHER WITH ANY SELF-INSURED RETENTION AMOUNTS IN CONNECTION WITH THOSE POLICIES, UP TO A MAXIMUM OF \$500,000.00 IN THE AGGREGATE, OR (2) THE SUM OF ALL AMOUNTS PAID BY CLIENT TO LANLOGIC FOR PROFESSIONAL SERVICES UNDER THIS MSA AND THE APPLICABLE SERVICE ATTACHMENTS DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. "PROFESSIONAL SERVICES" AS USED HEREIN DOES NOT INCLUDE ANY AMOUNTS PAID BY CLIENT TO LANLOGIC FOR PURCHASES OF HARDWARE OR SOFTWARE. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, LANLOGIC IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

INSURANCE

At all times during the term of this MSA, Lanlogic shall procure and maintain the following minimum insurance coverage:

- General liability \$1,000,000
- Professional Liability \$1,000,000
- Automotive liability
- Workers Compensation.

Certificates evidencing such coverage to be provided to Client upon request.

GENERAL

Force Majeure

Neither party is liable for any delay or failure in performance due to any cause that is beyond such party's reasonable control and for which it is without fault or negligence (the "Affected Performance"). Upon the occurrence of a condition described, the party whose performance is affected shall give written notice to the other party describing the Affected Performance, and the parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize



MASTER SERVICES AGREEMENT

the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this MSA or any affected Service Attachment pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of this MSA or any applicable Service Attachment relating to the Affected Performance. Client shall pay Lanlogic for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this MSA or any of its rights or obligations hereunder without the prior written consent of the other party.

However, Lanlogic may assign or otherwise transfer its rights, interests and obligations under this MSA without the consent of Client in the event of a change in control of 50% or more of the equity of Lanlogic, the sale of substantially all the assets of Lanlogic, or the restructuring or reorganization of Lanlogic or its affiliate entities. In addition, unless otherwise agreed, Lanlogic may contract with third parties to deliver some or all of the Services described in any Service Attachment, and no such third-party contract is to be interpreted as an assignment of this MSA. However, Lanlogic shall use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this MSA, and, except as otherwise agreed, Lanlogic shall remain solely responsible for the fulfillment of all of Lanlogic's obligations under this MSA.

This MSA is binding upon the parties, their successors and permitted assigns.

Survival

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

Amendment

This MSA may be modified or amended only by a writing signed by both parties.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue for any action arising under this MSA is exclusively in the state or federal courts located in Alameda County, California. The parties waive any other choice of venue. Any action arising under this MSA must be brought within six (6) months after its accrual.

Severability

If any term or provision of this MSA is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Entire Agreement

This MSA and the Service Attachments set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein and in the Service Attachments. Each party, along with its respective legal counsel, has had the opportunity to review and modify this MSA. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

Notices

Except as otherwise provided under this MSA, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Lanlogic, to:

Lanlogic, Inc.
248 Rickenbacker Circle
Livermore, CA 94551
Attn: Accounting
Fax: 925-273-2350
E-mail: accounting@lanlogic.com



MASTER SERVICES AGREEMENT

If to Client, to:

[INSERT NAME]
[INSERT STREET ADDRESS LINE 1]
[INSERT STREET ADDRESS LINE 2]
[INSERT CITY, STATE, ZIP]
Attn: [INSERT CONTACT NAME]
Fax: [INSERT FAX NUMBER]
E-mail: [INSERT EMAIL ADDRESS]

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

The parties, acting through their authorized officers, hereby execute this MSA.

FOR
Lanlogic Inc.

Signature:

Printed
Name:

Title:

Signature
Date:

FOR
[INSERT CLIENT NAME]

Signature:

Printed
Name:

Title:

Signature
Date: