

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is effective as of the last date set forth below ("**Effective Date**"), by and between Web Services Pros, Inc. ("**WebServices Pros**"), located at 4136 W White Canyon Road, San Tan Valley, AZ 85142, and the undersigned client ("**Client**").

WHEREAS, WebServices Pros provides various services; and Client wishes to have WebServices Pros provide certain of such services (the "**Services**") pursuant to one or more work orders (each a "**Work Order**") that are attached, or incorporate by reference, to this Agreement.

NOW THEREFORE, the parties have agreed to the following:

1. Professional Services

1.1 Work Orders. WebServices Pros and Client shall execute one or more Work Orders that describe the Services to be performed, the time frame for each project, the compensation to be paid WebServices Pros ("**Fees**"), as well as any terms and conditions, requirements, considerations, or objectives which differ from or add to the general provisions of this Agreement. Each Work Order shall become part of and be governed by this Agreement.

1.2 Client Assistance. Client shall perform any tasks specified in the Work Order. Client understands that WebServices Pros's timely performance may be dependent on Client's timely and effective performance of such tasks and on timely decisions and approvals by Client.

2. Payment of Fees

2.1 Payment for Work Orders. Client shall pay WebServices Pros the Fees and costs specified in the Work Order or otherwise mutually agreed to in writing by the parties. WebServices Pros reserves the right to charge late fees on any payment that is not made timely at the rate of eighteen percent (18%) per annum or the maximum rate allowed under the law, whichever is less. All amounts to be paid to WebServices Pros under this Agreement shall be paid without withholding, deduction, or offset. Fees are exclusive of, and Client shall pay directly or reimburse WebServices Pros for, all sales, use, withholding or other similar taxes, licenses, levies, fees or duties (excluding taxes based on WebServices Pros's net income), arising out of the transactions contemplated by this Agreement. Without prejudice to any other rights available to WebServices Pros, WebServices Pros reserves the right, in its sole and absolute discretion, to suspend Services to Client where Client has failed to make timely payment pursuant to this Section or under any other agreement between Client and WebServices Pros. Upon Client's payment of all outstanding amounts due, including late fees, WebServices Pros shall resume Services pursuant to the term of this Agreement.

2.2 Expenses. Unless set forth otherwise in a Work Order: (i) Client agrees to pay or reimburse WebServices Pros for all of WebServices Pros's reasonable out-of-pocket expenses for travel, meals and lodging (and any other reimbursable expenses identified in a Work Order) incurred in connection with performance of this Agreement; (ii) if travel is not pre-specified in the Work Order, WebServices Pros will obtain Client's prior consent before incurring any travel, meals and lodging expenses; and (iii) WebServices Pros will invoice Client, on a monthly basis, for any reimbursable travel, meals and lodging expenses, and any other expenses reimbursable under the Work Order, payment of which shall be due within thirty (30) days from the date of invoice.

3. Term And Termination

3.1 Term; Termination for Convenience. This Agreement shall commence on the Effective Date and remain in effect until terminated pursuant to this Section 3 (the "**Term**"). Either party may terminate this

Agreement upon sixty (60) days prior written notice to the other; provided, however, that such termination will not affect a cancellation or termination of any Work Orders signed by the parties prior to the effective date of the termination. Except as otherwise provided in a Work Order, a Work Order may be terminated for convenience by either party by providing at least sixty (60) days' prior written notice to the other party. If no Work Order is executed during a period of twelve (12) consecutive months, this Agreement shall terminate and expire automatically, unless there are then outstanding Work Orders, in which case this Agreement shall terminate and expire upon completion of all Services pursuant to outstanding Work Orders.

3.2 Termination for Cause. This Agreement (and/or any outstanding Work Order) may be terminated by either party, by written notice to the other party, in the event of a material breach by the other party of any material term or condition of this Agreement (or the relevant SOW) that remains uncured for thirty (30) days after receipt of written notice describing the breach from the non-breaching party. Termination by either party for breach shall be in addition to any other remedies the non-breaching party may have for such breach. Notwithstanding the foregoing, consent to extend a cure period shall not be unreasonably withheld by the noticing party so long as the other party has commenced cure during the thirty (30) day notice period and pursues cure of the breach in good faith. Either party may terminate this Agreement immediately by written notice to the other party upon: (i) the other party becoming insolvent; (ii) the other party's initiation of any proceeding under Federal bankruptcy or state insolvency law regarding its own bankruptcy, reorganization, or insolvency; (iii) the initiation of any proceeding under Federal bankruptcy or state insolvency laws against the other party that is not dismissed within sixty (60) days; (iv) the appointment of a receiver or a similar officer for the other party or for a substantial part of the other party's property; or (v) the other party making an assignment for the benefit of creditors or otherwise being reorganized for the benefit of creditors.

3.3 Effect; Survival. In the event a Work Order is terminated for any reason, Client shall, at a minimum, pay WebServices Pros for all Services performed by WebServices Pros through the date of such termination, together with compensation for time and expenses (if any) incurred by WebServices Pros in assembling and transmitting any status reports and work product requested by Client in connection with such termination. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that have accrued prior to such termination. Any terms of this Agreement, including Sections 2, 4.2, 5, 6 and 7, which by their nature are intended to extend beyond this Agreement's expiration or termination, will remain in effect until fulfilled and will apply to the respective successors and assignees of the Parties.

4. Limited Warranties; Liability Limitations

4.1 WebServices Pros Warranties. WebServices Pros warrants for a period of 90 days following delivery that the Services will be performed in a professional and workmanlike manner. If Client reports in writing a nonconformity with this warranty within such 90 day period, then WebServices Pros shall, at no additional charge, use commercially reasonable efforts to re-perform the Services to correct the nonconformity and, if it is unable to effect such cure within 30 days, refund the amounts previously paid by Client for the defective Services. The foregoing shall be Client's exclusive remedy for breach of WebServices Pros's warranties. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS.

4.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OF THEIR RESPONSIBILITIES UNDER THIS AGREEMENT, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WEBSERVICES PROS' MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR UNDER ANY OTHER FORM OF LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, SHALL IN NO EVENT EXCEED THE AMOUNT

ACTUALLY PAID BY CLIENT TO WEBSERVICES PROS UNDER THE RELEVANT WORK ORDER. The allocations of liability in this section represent the agreed and bargained-for understanding of the parties and the compensation for the Services reflects such allocations. The limited remedies set forth in this Agreement shall apply notwithstanding the failure of their essential purpose.

5. Confidentiality

5.1 General. Each party as "**Recipient**" may be given access to information (in hardcopy, electronic or other form) that is identified by the other as "**Discloser**" as proprietary and/or confidential or would be reasonable considered proprietary and/or confidential in light of the information and circumstances surrounding its disclosure (collectively, "**Confidential Information**"). Recipient shall use the same care to protect such Confidential Information as it uses to protect its own information of like kind, but in no event less than reasonable care, and will restrict access to such Confidential Information to those of its personnel engaged in a use permitted hereby. Notwithstanding the foregoing, either party may also disclose Confidential Information in confidence to its attorneys, accountants, professional advisors, and bankers in the ordinary course of business, as well as to current and potential investors in connection with a proposed financing transaction, and to other third parties in connection with a proposed transaction for the sale or acquisition of that party's business or assets. Confidential Information, including copies thereof, shall be returned or destroyed by Recipient upon the first to occur of (a) completion of the Services or (b) request by the Discloser; provided, however, that Recipient may retain, subject to the terms of this Section, copies of Confidential Information where Federally mandated or where otherwise required for compliance with applicable record keeping or quality assurance requirements.

5.2 Exceptions. Nothing in this Agreement shall prohibit or limit Recipient's use of information (i) previously known to it without obligation of confidence, (ii) independently developed by it without use of or reference to Discloser's Confidential Information, (iii) acquired by it from a third party not under an obligation of confidence with respect to such information, or (iv) that is or becomes publicly available through no breach of this Agreement. Further, each party may disclose Confidential Information to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law (provided that such party uses reasonable efforts to notify the other party in advance of such disclosure so as to permit the other party to request confidential treatment or a protective order prior to such disclosure).

5.3 Injunctive Relief. Recipient acknowledges that a breach of this section could cause discloser irreparable harm and significant injury, which may be difficult to ascertain. Recipient agrees that Discloser will have the right to pursue any and all rights and remedies available at law and equity for such a breach.

6. Proprietary Rights

6.1 Retained Technology. "**Retained Technology**" is defined to include WebServices Pros' products, software code, programs and tools, training or professional services materials, know how, techniques, technologies, methods and concepts, that in each case either (i) existed before the commencement of the Services, (ii) constitute ordinary course enhancements, modifications, interfaces or integrations to any pre-existing materials described in Subsection 6.1(i) above, even if first developed for use by Client, or (iii) are developed by WebServices Pros during the term of this Agreement, but independently and separate from the performance of the Services.

6.2 Client Rights. Except as set forth otherwise in a Work Order and subject to Section 6.3 below, all right, title and interest in and to deliverables (if any) explicitly specified on the Work Order to be owned by Client (the "**Works**") shall be, upon payment for the Services associated therewith, solely owned by Client and the entire right, title and interest therein, for the United States and all foreign countries, shall be exclusively vested in Client. Such Works shall be considered works made for hire made in the course of the Services rendered hereunder. To the extent that title to any such Works may not by operation of law vest in Client, or any of them are held not to be works made for hire, WebServices Pros hereby irrevocably assigns, effective upon

payment in full for the Services associated therewith, the sole right, title and interest in such Works and WebServices Pros's proprietary rights therein to Client.

6.3 WebServices Pros Rights. Notwithstanding Section 6.2, WebServices Pros and its licensors shall retain all right, title and interest in and to all Retained Technology that may be included in the Works. For any Works that include Retained Technology, WebServices Pros grants to Client and its successors and assigns a non-exclusive, royalty-free, worldwide license to utilize the Retained Technology as part of the specific Works, without cost beyond any payments otherwise required by the applicable Work Orders. Client shall protect the Retained Technology according to the existing policies and procedures that Client uses for its own similar proprietary information and intellectual property.

7. Miscellaneous

7.1 Use of Contractors; Relationship. WebServices Pros may use service providers, independent contractors and other affiliates to perform the Services, fulfill its obligations under this Agreement and to ensure compliance with standard business practices for confidentiality and privacy laws. WebServices Pros shall act as an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, partner, joint-venturer or representative of the other party.

7.2 No-Hire. During the Term and for twelve months thereafter, neither party shall (without the other party's prior written consent) directly or indirectly solicit, offer work to, employ, or contract with, whether as an employee or independent contractor, any of the other party's employees or full-time consultants with whom such party has had contact in connection with this Agreement.

7.3 Non-Exclusivity. Except where set forth otherwise in a Work Order, the relationships established by this Agreement are non-exclusive and each party retains the right to enter into similar agreements with any third parties.

7.4 Export Compliance. Each party agrees to comply with all relevant export laws and regulations of the United States to assure that no software or technology Works, nor any direct product thereof, is (1) exported, directly or indirectly, in violation of any export laws, or (2) used for any purposes prohibited by any export laws. Client shall, at its own expense, obtain and arrange for the maintenance in full force and effect of all governmental approvals, consent, licenses, authorizations, declarations, filings and registrations as may be necessary or advisable for Client's exporting, including without limitation, fair trade approvals.

7.5 Publicity. Except where set forth otherwise in a Work Order, Client will, if asked by WebServices Pros and in each case subject to the Client's prior written approval: (a) participate in a joint press release with WebServices Pros; (b) agree to have the Client's name and logo included in WebServices Pros's marketing collateral and web site; (c) provide written testimonial as to Client's success with WebServices Pros products and services; (d) cooperate with WebServices Pros in the creation of a case study regarding Client's use of WebServices Pros's products and services; and/or (e) allow WebServices Pros to use Client as a reference client.

7.6 Waiver. The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

7.7 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform (other than payment of money or breach of confidentiality requirements) if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions.

7.8 Entire Agreement; Modification; Severability. This Agreement (including the Work Orders) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous understandings and agreements, either oral or written, between the parties with respect to said subject matter (except that any separate nondisclosure agreement between the parties shall continue in effect). Neither this Agreement nor any Work Order may be altered, modified, amended, changed, rescinded or discharged in whole or in part, except by written agreement executed by both Client and WebServices Pros. No pre-printed terms or other provisions contained in any purchase order (or similar document such as an order blank or copy instruction) submitted by Client shall in any way serve to modify or add to the terms of this Agreement or the relevant Work Order. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable.

7.9 Counterparts. This Agreement may be executed in any number of counterparts and by facsimile, each of which and any copies thereof shall be an original and all of which shall constitute together one and the same document.

7.10 Applicable Law. This Agreement will be interpreted and construed in accordance with the laws of the State of Arizona and the United States of America, excluding that body of law applicable to choice of law. The parties consent to exclusive jurisdiction in the state or federal courts for Maricopa County, Arizona. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court.

[SIGNATURE PAGE FOLLOWS]

Effective Date: _____.

Client Name:	Web Services Pros, Inc.
<i>Office address for contact/notice and billing purposes:</i>	<i>Office address for contact and notice purposes:</i> 4136 W White Canyon RD, San Tan Valley, AZ 85142
Telephone:	Telephone:
Fax:	Fax:
Contact:	Contact: Robert Guler
Email:	Email: <u>Robert.guler@webservicespros.com</u>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: