

ORDER FORM AGREEMENT

Version 2.1

***** BEGINNING OF AGREEMENT TEXT** **1. Introduction.** By returning a signed copy of this Order Form, the named person on the Order Form is certifying he/she has the legal authority to enter into a binding contractual agreement on the behalf of the Client and Client therefore agrees to the terms of this Order Form. It is agreed that only legally recognized names for individuals and/or organizations shall be used in this contract – the use of nick-names or aliases is prohibited. Unless specifically designated, this agreement replaces *all* existing and pre-existing agreements in place between Provider and Client and shall renew automatically in terms of 30 days from the latest date of execution signatures.

2. Orders for Consulting Services. Client may obtain Consulting Services (collectively known as “Services”) offered by Service Provider (collectively known as “Provider”) at any time under duration of an active Order Form. The pricing structure for said services shall be disclosed and maintained within the *then current* “Schedule Of Fees.”

3. Prices, Payment, and Collection Terms. Client shall pay Provider the amounts due in U.S. funds for time and materials furnished by Provider. Estimates are subject to the actual costs for time and materials used and may not be considered final. The client shall receive a description of the amounts due in the form of an invoice or statement. Each amount due shall be annotated with a due date and *then current* terms for payment. Client shall be responsible for any subsequent legal fees and/or collection costs associated with non-payment of amounts due. A valid credit card may be kept on file as an alternative form of payment – including demand payment for past due amounts. Provider is authorized to charge a credit card on-file for any/all past-due invoices aged one (1) day beyond due date. Any credit card charges due under this Order Form may be submitted using the method of <signature on-file> without penalty.

4. Proprietary Information. Provider shall reasonably safeguard and hold confidential from disclosure to any person or organization, all non-public information which Provider may receive directly from Client as related to any order for Services.

5. Termination. This Order Form may be terminated in writing at any time by Client or Provider prior to the renewal of the next term. Notice of Termination to Provider must be sent via U.S.P.S. Certified Mail to the legal address described within the *Governing Law* section of this agreement. Any outstanding amounts due up to termination shall remain under terms of this Order Form; moreover, if scheduled maintenance fees are in place, the amount due for the *next consecutive month* shall remain due, and will be invoiced upon termination.

6. Warranties. Provider warrants that Services will be performed consistent within generally accepted industry standards, with due care and in compliance with applicable laws. This warranty shall be valid for up to thirty (30) days from the performance of Services, while forgoing manufacturer performance failures, software failures, Internet and/or computer connectivity failures, and/or configuration changes made by Client or a third party following delivery of warranted services by Provider. Provider’s sole responsibility for any breach shall be to render corrective Service without charge or, at Provider’s discretion, to refund the price paid for the defective Service. Provider does not extend or cover warranty services related to non-performance or failures.

7. Transference and Successors. All terms and amounts due under this Order Form shall automatically be enforceable in the event of sale, transference, or organizational change which might originate with Client, Provider, or relevant Third Party, as respective successor(s) and/or assignee(s) until this agreement is terminated in writing.

8. Governing Law. This Order Form is interpreted under and governed by the laws of the *State of Maryland* where Executec Systems LLC maintains its corporate office at 400 Hickory Drive, First Floor, Aberdeen, Maryland. All correspondence, payments, and notices must be sent via U.S. Mail for proper processing to the address below:

EXECUTEK SYSTEMS, LLC
General Accounting Office
Post Office Box 1215
Aberdeen, MD 21001-6215

9. Loaned and/or Evaluation Equipment. Equipment provided to client under temporary assignment (also known as loaned equipment or equipment samples) must be returned within the designated timeframe when issued for use (or within 45 calendar days of issuance, whichever is less). Equipment provided is “as-is.” Damages or loss of equipment while in Client’s care are Client’s sole responsibility.

10. Data Management and Recovery. All data management for *any* type of data, including, but not limited to, stored data, transmitted data, portable, and/or archived data shall remain the sole responsibility of the Client. Data recovery is generally only possible if the proper data back-up protocols have been properly designed, implemented, and maintained by Client up to the point of data recovery. Provider may share examples with Client regarding viable data storage tactics; however, in doing so, Provider assumes no responsibility.

11. Product License Compliance & Product Warranties. *All* product licensing compliance is the sole responsibility of the Client; additionally, all product warranty fulfillment is the sole responsibility of the respective publisher(s), supplier(s), and/or manufacturer(s). Provider assumes no explicit or implied warranty responsibility for products or services for hardware, software, or Third Party services. Warranty timeframes and limitations are published by warrantor.

12. Third Party Products and/or Services. In some circumstances, Provider may order Products and/or services from Third Parties on Client's behalf (examples include, but are not limited to, voice and/or data communications, specialty licensed contracting [such as electrical or subterranean data cable installation], anti-virus services, intrusion protection services, extended warranties, leasing products, project supplies, delivery/transportation services, and/or repairs). Provider also reserves the right to suspend or cancel Third Party Products and/or Services without effect on Provider's liability, including cancellations or suspensions due to non-payment or delinquencies incurred by Client. All amounts due up to time of cancellation, including late fees remain due by Client.

13. Disclaimer. THE WARRANTIES AND REMEDIES STATED HEREIN ARE IN LIEU OF ALL OTHERS AND PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS ORDER FORM OR USE ANY PRODUCT OR SERVICE PROVIDED HEREUNDER, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST DATA OR PROFIT, EVEN IF ADVISED OF THE LIKELYHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE AMOUNT PAID BY CLIENT FOR THE APPLICABLE SERVICE.

14. Indemnification. Neither party is responsible for a delay or failure to perform due to causes beyond its reasonable control. Provider indemnifies and agrees to hold Client, its officers, directors, agents, and employees harmless from any and all liability (including reasonable attorneys’ fees, costs of arbitration and/or court costs) arising from the acts, omissions, or misconduct of Client. In reciprocal order, Client also indemnifies and agrees to hold Provider, its officers, directors, agents, and employees, harmless from any liability, loss, claim, damage, cost or expense of any kind (including reasonable attorneys’ fees, costs of arbitration and/or court costs) arising from the acts, omissions, or misconduct of Provider. ALL PARTIES SHALL FORGO THE RIGHT TO A JURY TRIAL.

15. Employees and Contractors Not for Hire. It is understood that provider has made training, compensation, expertise and other benefits available to its employees and/or contractors in the course of providing services to the market. It is agreed that Client shall not offer or engage in hiring any of Provider’s employees and/or contractors other than via the service venues already offered directly by Provider. A breach of this section will result in an invoice of a “finder’s fee” from Provider to Client estimated as 40% of employee’s then current compensation package to cover the costs and investment of current employee expertise and training and to assist with position replacement costs.. Employees and contractors are bound by confidentiality and non-compete clauses directly with Provider and may liable for additional breaches in those applicable agreements.

16. Waiver Durability and Other Provisions. No waiver of any breach of any provision of this Order Form shall constitute a waiver of any prior, concurrent or subsequent breach of the same or other provisions hereof. If any court of competent jurisdiction finds any part or provision of this Order Form to be invalid or unenforceable, such findings shall have no effect on any *other* part or provision of this Order Form. ***** END OF AGREEMENT TEXT.**

Initials/Date: _____