

Pronet Solutions Services Agreement

1. NETWORK ADMINISTRATION SERVICES (NAS) AGREEMENT

- 1.1. **Pronet Solutions Corporation (“Pronet”)** and CLIENT (as identified on the Pronet Network Administrative Services (NAS) Contract) agree that the following terms and conditions will apply to services under this Agreement, or to any other services that may be provided hereunder by Pronet via authorized Addendum to this NAS Agreement, or to any CLIENT order accepted by Pronet to provide services. This NAS Agreement allows the CLIENT to understand different technical qualifications and priorities of service.
- 1.2. This Agreement shall remain in force beginning on the effective date (as listed on the first page of this Agreement) and remain in effect for the term length (also listed on the first page), or when terminated, as elsewhere so provided herein. This Agreement includes a maximum of hours of service per month (listed on first page) provided by Pronet and charged to the CLIENT at the agreed Contract Rate (also listed on first page), as elsewhere described herein. If not otherwise specified, this Agreement shall remain in force for 36 months from the last day of the month following the month in which the most recent NAS Agreement Contract was signed.

2. PROACTIVE NETWORK ADMINISTRATION AND SUPPORT

- 2.1. Pronet will use its best efforts to perform proactive procedures and services to identify potential computer network problems before they occur and to maintain the computer network at optimal operating efficiency so as to mitigate the frequency and severity of computer network problems or inadequate performance that compromise CLIENT’s ability to conduct its business in a manner and to the standards required by CLIENT. These services are designed to provide small to medium-sized businesses with many of the same functions as an in-house Information Technology department, providing one-on-one support to end users for the CLIENT.
- 2.2. Services shall consist of Pronet providing assistance to CLIENT in the resolution of computer- and/or network-related problems via telephone support, remote support using remote control techniques, on-site service, or any combination of these. Pronet will provide a help desk for the CLIENT’s end users. The help desk will provide telephone support, call logging, and technician dispatching to the CLIENT.
 - 2.2.1. Pronet will integrate and install non-proprietary software, upgrades (non-proprietary software and hardware), new technologies, workstations, servers, hubs, switches, firewalls, virtual private networks, and routers onto the CLIENT’s network. Pronet will assist with the installation and upgrades of proprietary software on the CLIENT’s system.
 - 2.2.2. Pronet will remotely and/or internally monitor the CLIENT’s file server(s), router(s) and/or firewalls(s). A server is a computer that is involved in sharing information across a network. A typical server is monitored for hard drive space usage, random access memory usage, security breaches, power failures, and network connectivity. A router is a device that connects two distinct networks together. Routers are normally used to connect an office to the Internet or to connect two or more offices together. Router monitoring simply involves making sure the router has network connectivity. A firewall is typically a computer or computer program that helps protect a network from outside intrusion. Monitoring a firewall includes network connectivity, network security (such as hacker attacks and viruses) and port filtering (if enabled). Monitoring is achieved by hardware devices and/or software programs physically installed on remote servers at Pronet’s site, as well as hardware devices and/or software programs physically installed on internal servers at the CLIENT’s site. Monitoring capabilities may require the purchase of extra hardware and/or software.
 - 2.2.3. Pronet will provide labor to repair computer and server problems, network problems, and network cable repair to the CLIENT. Parts and supplies will be billed separately.
 - 2.2.4. Pronet will provide user administration services to the CLIENT. These services are adding/modifying/deleting user network and/or email accounts.
 - 2.2.5. Pronet will build custom workstation and/or server systems for the CLIENT. The CLIENT will be responsible for payment to Pronet for the purchase of hardware, software, and configuration(s) required in the system build.
 - 2.2.6. Pronet can provide the CLIENT with remote access capabilities to its network. Remote access is the ability to attach to the CLIENT’s network from another location via the Internet. This will enable Pronet service engineers to attach directly to a user’s desktop to troubleshoot issues and can provide end users with the ability to remotely log on to their network. Remote access capabilities can require the purchase of extra hardware and/or software.
 - 2.2.7. Pronet will work with the CLIENT’s Internet Service Providers (ISPs) to provide Internet connectivity to the CLIENT’s site. The CLIENT will be responsible for payment to the ISP and for line provisioning charges.

- 2.3. Service will be provided by a 3rd party service company for monitors, printers, scanners, and other peripherals. The CLIENT will be responsible for payment to the 3rd party service company. It will be Pronet's sole discretion to determine if a 3rd party service company should be involved on any repairs. Pronet's responsibility will be to ensure cost effective repairs and monitor the repair to confirm that it is done appropriately and within reasonable time constraints.
- 2.4. Complicated cabling projects will be referred to a 3rd party cabling contractor. The CLIENT is responsible for payment to the 3rd party cabling contractor. Pronet's responsibility will be to ensure that the work by the 3rd party cabling contractor is completed appropriately and according to Industry Standards. It will be Pronet's sole discretion to determine if a 3rd party contractor should be involved as Pronet provides network cable repair services and realizes that the CLIENT may have needs that do not require the use of a 3rd party cabling contractor.
- 2.5. Pronet shall act as a liaison between CLIENT and designated software and hardware manufacturer(s) for problem resolution. In the event services and/or technical support are required from the manufacturer, it shall be the CLIENT's responsibility to pay the manufacturer for such service and support. In the event a manufacturer provides Pronet with a "fix" and Pronet installs such fix, upon CLIENT request and Pronet acceptance, CLIENT will be billed by Pronet for such installation service at its then current hourly rates and terms in effect.

3. CONSULTING AND TRAINING

- 3.1. Pronet will add value and expertise to the CLIENT's company by providing consulting services to its business. Pronet will strive to look for more efficient ways for the CLIENT's computer systems and network to be as productive as possible. Pronet's planning will prepare the CLIENT for disaster recovery, budgeting, and goals for the future of its network.
- 3.2. Pronet will provide limited training to end users for Microsoft Network Operating Systems. Internet usage training will be provided. Pronet will follow the CLIENT's Internet usage policies and train the end users according to those policies.
- 3.3. End users will be trained on procedures to follow when they have a service issue. They will be expected to follow basic troubleshooting guidelines when a problem arises to better help Pronet service engineers determine the cause of the problem, when and why it occurred, and the resolution to the problem.
- 3.4. Training is limited to two two-hour sessions per contract year and will be considered hours of service. Training sessions will be coordinated through the CLIENT's primary contact and conducted on a mutually agreeable schedule.
- 3.5. Pronet will offer no training on Proprietary Software. Software vendors for Proprietary software must provide the CLIENT with such training.

4. COVERAGE AND CHARGES

- 4.1. This Agreement includes coverage of the Servers, Workstations/Laptops, and Users (listed on the first page of this Agreement) on the premises, and including subsidiaries, as of the date of this Agreement and as described herein. Coverage of additional or replacement equipment during the terms of this agreement is acceptable with advance notice of these changes and modification to this Agreement to document these changes and the new effective rates and/or hours of service required to maintain such equipment. Major project endeavors, such as upgrading the network, writing custom applications, designing and/or updating websites, adding Internet service, etc. are packaged as separate proposals and with additional charges.
- 4.2. Pronet will provide staffing resources to provide service to CLIENT at the agreed upon hourly billing rate, herein referred to as Contract Rate. The rate is based upon a set number of hours of service charged to the CLIENT per month according to CLIENT desire for dedicated service. The agreed Contract Rate is listed on the first page of this Agreement.
- 4.3. Rates in this Agreement are based upon services provided during normal business hours as defined in the chart below. Rates begin when service personnel leave the Pronet dispatch center and continue until the engineer or technician has returned to the Pronet site. Some of the work that is done on behalf of the CLIENT may occur at the Pronet office using remote management techniques.

Schedule	Service Hours (Central Standard Time)	Surcharges
Normal	Monday through Friday, 8:00 AM to 5:00 PM	None
Extended	Monday, 5:00 AM to 8:00 AM	Contract Rate x 1.5
	Tuesday, Wednesday, Thursday, Friday, 12:00 AM to 8:00 AM	
	Tuesday, Wednesday, Thursday, 5:00 PM to Midnight Friday, 5:00 PM to 8:00 PM	
Weekend	Friday, 8:00 PM to Monday, 5:00 AM Company & National Holidays	Contract Rate x 2

- 4.4. Service and charges not covered under this NAS Agreement, or other written agreement, shall be charged to the customer at Pronet's then current pricing schedule.
- 4.5. CLIENT may, upon thirty (30) day advanced notice in writing and approval by Pronet, modify the amount of time provided by Pronet in providing monthly proactive service with any such resulting amount of time provided being billed in accordance with Pronet's then current pricing schedule.
- 4.6. Pronet will invoice for out of the ordinary travel incurred on behalf of and at the direction of the CLIENT. This would include attending meetings on behalf or as a representative of the CLIENT, or any other activities where a Pronet service person is requested to go to a non-service activity on behalf of or at the direction of the CLIENT. Expenses that will be collected include mileage expenses, lodging, and other incidental travel expenses.
- 4.7. The actual charges incurred in this agreement are not subject to offset against any other support agreement amount that CLIENT may have in effect with Pronet.
- 4.8. There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Pronet in respect to the foregoing.
- 4.9. Pronet will invoice customer for all approved services, charges, hardware, software, and taxes on a monthly basis. Payment terms are due upon receipt of invoice. For each month of service, unless otherwise specified, invoicing for services is to be billed one month in advance and is due prior to the performance of services for the month. Any subsequent charges exceeding that of the prepaid monthly amount will be invoiced at month's end. Where applicable, service for the initial partial month of service will be prorated and the prorated charges for such service are due upon initiation of this Agreement.

5. SCOPE OF WORK

- 5.1. Pronet service engineers will perform their normal duties as outlined in this document. Pronet will perform those duties to the best of its knowledge and with the highest level of integrity.
- 5.2. All customers who are under this NAS Agreement will be given high priority. Given that the CLIENT utilizes remote access features as described herein that allow Pronet to remotely assess the CLIENT's issues, Pronet's response time will decrease to virtually an immediate response. Pronet makes no limit on the number of hours spent in resolving issues for the CLIENT. However, the CLIENT must be aware that there may be times when a service engineer must leave the CLIENT's non-critical issue to resolve a critical issue at another client's location.
- 5.3. Subject to the approval of the primary contact listed for the CLIENT, Pronet may authorize trusted 3rd party companies to provide service, installation, and parts to the CLIENT. This will only occur after Pronet has determined that the service needed is beyond the scope of this Agreement.

6. CLIENT RESPONSIBILITIES

- 6.1. The CLIENT will follow basic troubleshooting guidelines when a problem occurs. This will speed up the process of communication between Pronet and the CLIENT as well as aid in the determination and resolution of the problem.
- 6.2. To request service, CLIENT shall communicate with the Pronet Service Representative that is assigned to the CLIENT via Primary Contact or Alternate Contact as listed herein. This communication may be via telephone, personal contact, email, or Directtext message sent to the Pronet Service Representative's mobile device. Telephone communication shall be between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time; excluding legal and company holidays. Should emergency service be required outside the normal business hours, the CLIENT shall call the main Pronet phone number. The service representative will log the communication and correspond directly with the user who initiated the service request. The response time will begin upon this communication. The service representative will dispatch the appropriate service engineer to resolve the issue, and upon resolution, the service engineer will report directly back to the service representative. The service representative will communicate back to the end user to determine if the issue has been resolved effectively and within a reasonable amount of time. Upon this communication it will be determined if the service request can be closed.
- 6.3. CLIENT agrees to allow Pronet service engineers or its designated agents reasonable access to the premises and facilities where the CLIENT equipment is located. CLIENT agrees to provide an adjacent work area that includes adequate lighting, power outlets, a telephone line, and at least one data transmission line, if applicable, for troubleshooting and testing communications.
- 6.4. The CLIENT is responsible for payment to any 3rd party companies that Pronet has authorized for repair, installation, or service on behalf of the CLIENT.

- 6.5. The CLIENT warrants that it has the right and license to use all software installed on its equipment. Pronet will not be responsible nor held responsible for CLIENT's failure to obtain proper rights and licenses for any software installed on its equipment.
- 6.6. IT IS THE RESPONSIBILITY OF THE CLIENT TO ENSURE THAT PRESCRIBED BACKUP OPERATIONS PERFORMED BY THE CLIENT ARE ADEQUATE. PRONET WILL NOT BE RESPONSIBLE NOR HELD RESPONSIBLE FOR CLIENT'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., LOST DURING THE PERFORMANCE OF SERVICE PERFORMED HEREUNDER.

7. POLICIES

- 7.1. Pronet and its employees will be subject to the CLIENT's Internet usage policy while on the CLIENT's site. Pronet's Service Representative assigned to the CLIENT may suggest an Internet usage policy for the CLIENT's site.
- 7.2. Pronet and its employees will be subject to the CLIENT's email policy while on the CLIENT's site. Pronet's Service Representative assigned to the CLIENT may suggest an email policy for the CLIENT's site.
- 7.3. Pronet's responsibility will be to find quality parts and supplies at competitive prices. For new installations, Pronet will give the CLIENT's primary contact a quote to compare to other reputable dealers. Upgrade and repair parts and supplies will be at Pronet's sole discretion as outlined in this document.

8. TERMS AND CONDITIONS

- 8.1. Renewal.
 - 8.1.1. This Agreement shall automatically renew for additional periods equal to the initial term of the Agreement unless either party shall have given the other party written notice at least ninety (90) days prior to the expiration of such term of its intention not to renew. The Contract Rate for each renewal term shall equal the Contract Rate in effect as of the last day of the term then expiring.
- 8.2. Default and Termination.
 - 8.2.1. Pronet, by written notice to CLIENT, may terminate this Agreement within ten (10) days after written notice of any delinquency in the payment of any invoice amount. CLIENT, by written notice to Pronet, may terminate this Agreement, provided that with written notice, CLIENT includes the early cancellation fee equal to the dollar amount of three (3) times the Contract Rate currently in effect times the number of hours served per month currently in effect as listed herein. Either party may terminate this Agreement thirty (30) days after written notice of any other type of default hereunder (in which case the default will be identified and may be cured within such notice period.)
 - 8.2.2. Pronet, at its sole discretion, may terminate this Agreement if CLIENT: (a) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (b) suffers a receiver to be appointed for its affairs or property; or (c) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, CLIENT's responsibility for past due amounts shall survive each bankruptcy proceeding provided the acknowledgment of such liability by CLIENT will not affect the discharge of CLIENT regarding other general creditors.
 - 8.2.3. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due. The CLIENT understands that, in the case of default or termination by either party under this Agreement, it remains liable for payment of all outstanding charges owed to Pronet prior to the date of such default or termination.
 - 8.2.4. Termination of this Agreement will not adversely affect any right existing as the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.
- 8.3. System Covered.
 - 8.3.1. The System covered by the Agreement shall consist only of the computer hardware, peripherals, software, and network specifically identified in this Agreement. Additional items or components may be added, subject to the appropriate adjustment in a contracted fee and/or contracted hours of service. Parts or software installed at the request of the CLIENT in order to render the Services shall be paid for in full by the CLIENT upon receipt of invoice.
- 8.4. Excluded Services.
 - 8.4.1. The Services to be provided under this Agreement do not cover or include any of the following:
 - The cost of any hardware or software installed;

- Mechanical repairs to copiers or monitors; or other peripherals as stated in Section 2.3;
 - Service, maintenance, repair, or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the System. Such exclusions include, but are not limited to, loss or damage due to external causes such as fire; spilled liquids; sand; dirt; power surges; battery leakage; exposure to weather conditions such as flooding, windstorms, lightning, or hail; earthquakes; riots; theft; negligence; misuse; dropping; the installation of software or components not recommended by the manufacturer or by Pronet; or maintenance, database maintenance/repairs/recovery, or installations of software or components by any person other than (or at the direction of) a Pronet service engineer;
 - Instruction or training in excess of an amount mutually agreed to in advance;
 - Networking projects, web development, cabling, programming, data migration, or other services unless mutually agreed to in advance and in writing, and are included in this agreement;
 - Database backup or restoration from a “dead” hard drive;
 - Individual hardware products that cannot, in Pronet’s sole opinion, be properly serviced due to excessive wear, deterioration, or unavailability of parts and/or documentation.
- 8.5. Limitation of Liability.
- 8.5.1. The CLIENT hereby authorizes one or more Pronet service engineers or its agents to perform diagnostics, repairs, hardware and software installations and upgrades, networking, Internet access, and other services to its computer(s), software, network, peripherals, and any other component or element within its computer, network and/or information system(s). This may include interrupting the power source to the System; installing or removing software; opening cases, cabinets, or any other protective layer housing any component of the System; and removing or installing parts thereto.
- 8.5.2. THE CLIENT HEREBY RELEASES, DISCHARGES, AND HOLDS HARMLESS PRONET FROM AND AGAINST ANY LOSS, LIABILITY, OR DAMAGE THAT THE CLIENT OR THE OWNER OR LESSEE OF THE SYSTEM MAY SUFFER, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF ANY DATA AND THE NON-FUNCTIONING OF ANY COMPONENT OR ELEMENT OF THE SYSTEM, RESULTING FROM PRONET’S PERFORMANCE, OR LACK OF PERFORMANCE, OF THE SERVICES, UNLESS THERE WAS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF ANY PRONET SERVICE ENGINEER IN THE PERFORMANCE OF SUCH SERVICES. IN NO EVENT SHALL PRONET’S LIABILITY FOR ANY CLAIM HEREUNDER, REGARDLESS OF THE FORM OF THE CLAIM (WHETHER IN CONTRACT, WARRANTY, OR TORT), EXCEED THE DOLLAR AMOUNT PAID BY THE CLIENT TO PRONET PURSUANT TO THIS AGREEMENT. IN NO INSTANCE SHALL PRONET BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING LOSS OF PROFIT REVENUE OR USE) OR LOSS OF OR DAMAGE TO DATA FROM ANY CAUSE (EVEN IF ADVISED OF THE POSSIBILITY THEREOF).
- 8.6. Disclaimer.
- 8.6.1. Pronet assures that the Services performed hereunder will be performed in a workmanlike and professional manner. THE CLIENT ACKNOWLEDGES THAT ALL SERVICES PERFORMED HEREUNDER ARE PROVIDED “AS-IS” AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. ANY USE OF PRONET’S SERVICES IS AT THE CLIENT’S OWN RISK. PRONET SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRONET DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SERVICES IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PRONET, ITS AUTHORIZED REPRESENTATIVES, OR ITS AGENTS SHALL CREATE A WARRANTY IN ANY FORM OR FASHION.
- 8.7. Non-solicitation of Employees or Agents.
- 8.7.1. Unless otherwise mutually agreed to by Pronet in writing, the CLIENT agrees not to either directly, indirectly, or through a 3rd party with whom they have contact, solicit for employment any personnel or agents of Pronet’s during the term of a Pronet NAS Agreement, a scheduled call for Pronet service, or any other reasonable agreement for services between Pronet and CLIENT, and for a period of twelve (12) consecutive months (52 weeks) thereafter the end of the agreement or last service visit, whichever occurs last.
- 8.7.2. Remedy for violation of the terms of this section of the agreement may include, but are not limited to, the following: direct and indirect punitive damages due to lost revenue, hiring and training of replacement employee(s), related attorneys’ fees and court costs.
- 8.8. Confidentiality of Client Data.
- 8.8.1. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the CLIENT is engaged, and all information of which the unauthorized disclosure could be detrimental to the interests of the CLIENT.

- 8.8.2. Confidential Information shall include:
- Computer passwords or other computer access codes.
 - Information about costs, profits, markets, sales, contracts, and distributors.
 - Business, marketing, and strategic plans.
 - Forecasts, unpublished financial information, budgets, projections, and characteristics and agreements.
 - Employee personnel files and compensation information.
 - Customer data, identities, lists, and information.
- 8.8.3. Pronet will not, directly or indirectly, use, make available, sell, disclose, or otherwise communicate to any 3rd party, other than in Pronet's assigned duties and for the benefit of the CLIENT, any of the CLIENT's Confidential Information. Pronet acknowledges that it is aware that the unauthorized disclosure of Confidential Information of the CLIENT may be highly prejudicial to the CLIENT's interests, an invasion of privacy, and an improper disclosure of trade secrets.
- 8.9. General Provisions.
- 8.9.1. Entire Agreement. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. No prior or contemporaneous oral or written language may be introduced to contradict, amend, or enlarge any provision of this Agreement. Each party hereto fully understands the consequences of this provision and has had an opportunity to consult with legal counsel.
- 8.9.2. Governing Law; Venue. This Agreement has been executed in and shall be governed by the laws of the State of Texas without giving effect to the choice of laws or conflict of laws rules of any state. Venue for any action brought hereunder shall be proper only in Harris County, Texas.
- 8.9.3. Court Costs and Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party or parties to such action, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.
- 8.9.4. Non-Transferability. This Agreement shall not be assigned or transferred by the CLIENT, including by merger, consolidation, liquidation, or sale of assets, without the prior written consent of Pronet, which consent shall not be unreasonably withheld.
- 8.9.5. Nondisclosure; Confidentiality. The CLIENT agrees that unless it receives prior written consent of Pronet, the CLIENT shall neither execute nor attempt to execute the action of making available, selling, disclosing, or releasing, directly or indirectly, any contents, papers, excerpts, or information contained in this Agreement, except for the exclusive internal use by the CLIENT and its legal representatives. The CLIENT agrees that all information contained herein will be treated as confidential information of Pronet. The CLIENT acknowledges that this Agreement has been custom designed for the CLIENT by Pronet, and the unauthorized disclosure of this Agreement to 3rd parties by the CLIENT, which may or may not include Pronet competitors, will be a direct violation of this Agreement, an unauthorized and improper disclosure of Pronet's trade secrets, and highly prejudicial to Pronet's interests. In the event that CLIENT fails to provide confidentiality of the information contained in this Agreement, CLIENT shall provide remedy for this violation which may include, but is not limited to, the following: direct and indirect punitive damages due to lost revenue and opportunity costs and related attorneys' fees and court costs.
- 8.9.6. Inurement. Subject to such restrictions against transfer or assignment as may be contained herein, the provisions of this Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the parties hereto.
- 8.9.7. Waivers. No waiver of any provision or condition of this Agreement shall be valid unless executed in writing and signed by the party to be bound thereby, and then only to the extent specified in such waiver. No waiver of any provision or condition of this Agreement shall be construed as a waiver of any other provision or condition of this Agreement, and no present waiver of any provision or condition of this Agreement shall be construed as future waiver of such provision or condition.
- 8.9.8. Amendment. This Agreement may be amended only by the unanimous written consent of the parties hereto.

- 8.9.9. Notices. All notices, demands, requests, or other communications that may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be mailed by registered or certified mail, return receipt requested; transmitted by a reputable overnight courier service, delivery signed for; delivered by hand delivery; or by facsimile, receiver confirmed; addressed to the CLIENT at the address listed on the first page of this Agreement and to Pronet as follows:

Pronet Solutions Corporation
P.O. Box 271861
Houston, TX 77277

Telephone: (800) 914-1808

Each party may designate by notice in writing a new address to which any notice, demand, request, or communication may thereafter be so given, served, or sent. Each notice, demand, request, or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received for all purposes at such time as it is delivered to the addressee (with the return receipt or the affidavit of courier or phone confirmation of fax or messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

9. FORCE MAJEURE

- 9.1. Pronet will be released from its obligations under this Agreement with the CLIENT and will not be under any liability whatsoever to the CLIENT during any period Pronet is prevented or delayed from performing Services in this Agreement due to events beyond reasonable control, such as, but not limited to, fire, flood, or other natural disasters, or, embargo, court order, riot, or national emergency or other intervention of any government authority or regulation, or any other event, reason, or cause beyond Pronet's reasonable control.

10. HEADINGS

- 10.1. The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference shall be derived therefrom.