

ACTSCARE SERVICE DESCRIPTION

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects or Out of scope on-site adds, changes or moves, and will be quoted and billed as separate, individual Services.

1. Support Coverage

Unlimited user remote support and response times as defined by Client's approved Comprehensive ACTSCARE Package [Appendix A of this Agreement]. Network Monitoring Services will be provided 24/7/365

Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

2. Additional Maintenance Services

Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they can at service provider's option be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Virus Recovery for Current, Licensed Antivirus Protected Systems

Attempted recovery from damages caused by virus infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This Service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution. Service provider cannot be held liable for any damages as a result of the infection or attempt at cleanup/recovery.

Monitoring Services

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

3. Suitability of Existing Environment

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2008 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows Vista Pro or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.

Costs required to bring Client's environment up to these Minimum Standards are not included in this Agreement.

ACTSCARE SERVICE DESCRIPTION...COUNTINUED

4. Excluded Services

Service rendered under this Agreement does not include:

- Microsoft application training and customization
- Microsoft SharePoint and Dynamics CRM design, installation, training and support disaster
- Planning, testing and preparedness unless otherwise noted in Appendix A
- Threat and vulnerability testing for compliance
- Bandwidth testing and telecommunications analysis, included with **Optimum** Package
- Technology pilots and evaluations
- On-site changes/upgrades/adds/moves (not included: outside devices)*
- VoIP Communication systems not under **ACTSVoIP**
- Printer/scanner copier repair
- Parts, equipment or software not covered by vendor/manufacture warranty or support.
- The cost of any parts, equipment, or shipping charges of any kind.
- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- The cost to bring Client's environment up to minimum standards required for Services.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- Training Services of any kind.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

5. Miscellaneous

The laws of the State of Florida shall govern this Agreement. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/services listed in "Appendix B." Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

ACTSCARE SERVICE DESCRIPTION...COUNTINUED

Appendix A:

Service & Service Response Times:

Unlimited remote noc remediation with notification	24/7 coverage	O F ● ●
Unlimited user remote support	8:00 am to 5:00 pm, m-f	● ●
Emergency server and network response (remote)	8:00 am to 5:00 pm, m-f	● ●
Emergency server and network response (on-site)	8:00 am to 5:00 pm, m-f	●
Emergency server and network response (after-hours)	5:01 pm to 7:59 am, m-f	●
Emergency server and network response (weekend)	8:00 am to 5:00 pm, s-s	●
Vendor support*		●

*Vendor Software or Equipment upgrades/installations will be evaluated for scope of work and subject to either T&M or Project Implementation rates

vCIO Strategic Reporting:

Technology roadmap management	upon request	O F ● ●
Budgeting and project recommendations	upon request	● ●
Baseline tuning and proactive recommendations	ongoing	●
Licensing and device renewal tracking	ongoing	● ●
Equipment and software recommendations and procurement	upon request	●
ACTSCARE Technology alignment consulting (remote)	1 hour quarterly (upon request)	●
ACTSCARE Digital Health Report	monthly	● ●

Network Administration:

360 Portal customer management access		O F ● ●
Preventive automated maintenance	ongoing	● ●
Server, workstation, and laptop optimization	weekly	● ●
Proactive intelligence maintenance	remote monthly - on-site quarterly	●

Proactive Management:

Server, device, and event noc monitoring with alerts	7 x 24 coverage Flex 8:00 am to 5:00 pm, m-f	O F ● ●
Basic issue remediation	7 x 24 coverage Flex 8:00 am to 5:00 pm, m-f	● ●
360 Portal digital dashboard	7 x 24 availability	● ●
Documentation and tracking of network environment		● ●
Decision making on patches, updates, and signatures		● ●

Data & Security Coverage:

Agent and management of device spyware, adware & viruses	ongoing	O F ● ●
Security tuning	ongoing	● ●
Backup monitoring, management, and administration	with ACTSGUARD contract	● ●
Backup off-site file sync*	500GB	●
Data restoration testing	with ACTSGUARD contract	● ●
Hosted Exchange Account(s)		●

*500GB is "pooled" across all users \$0.75 per gig above 500GB

ACTSCARE SERVICE DESCRIPTION...COUNTINUED

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ACTSCARE SERVICE DESCRIPTION...COUNTINUED

Appendix A:

Service Request Escalation Procedure:

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control -Issue is verified to be resolved to Client's satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control -Issue is verified to be resolved to Client's satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control -Issue is verified to be resolved to Client's satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control -Issue is verified to be resolved to Client's satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Onsite Support:

23. I.T. Manager Decision Point - request is updated with complete details of all activity performed

ACTSCARE SERVICE DESCRIPTION...COUNTINUED

Appendix B:

Description	Frequency	Included
<i>General</i>		
<ul style="list-style-type: none"> Document software and hardware changes 	As performed	YES
<ul style="list-style-type: none"> Test backups with restores 	Semi-annually/Quarterly	YES
<ul style="list-style-type: none"> Monthly reports of work accomplished, work in progress, etc. 	Monthly	YES
<i>Servers</i>		
<ul style="list-style-type: none"> Manage Servers 	Ongoing	YES
<ul style="list-style-type: none"> Check print queues 	As needed	YES
<ul style="list-style-type: none"> Monitor all Server services, (additional defined by customer) 	Ongoing	YES
<ul style="list-style-type: none"> Keep Service Packs, Patches and Hotfixes current as per company policy 	Bi-weekly	YES
<ul style="list-style-type: none"> Check event log of every server and identify any potential issues 	As reported	YES
<ul style="list-style-type: none"> Monitor hard drive free space on server 	Ongoing	YES
<ul style="list-style-type: none"> Exchange Server user/mailbox management 	As needed	YES
<ul style="list-style-type: none"> Monitor Active Directory replication 	Ongoing	YES
<ul style="list-style-type: none"> SQL server management 	As needed	YES
<ul style="list-style-type: none"> Reboot servers if needed 	As needed	YES
<ul style="list-style-type: none"> Run defrag and chkdsk on all drives 	As needed	YES
<ul style="list-style-type: none"> Scheduled off time server maintenance 	As needed	YES
<ul style="list-style-type: none"> Install supported software upgrades 	As needed	YES
<ul style="list-style-type: none"> Determine logical directory structure, Implement, MAP, and detail 	As needed	YES
<ul style="list-style-type: none"> Set up and maintain groups (accounting, admin, printers, sales, warehouse, etc) 	As needed	YES
<ul style="list-style-type: none"> Check status of backups 	Weekly	YES
<ul style="list-style-type: none"> Alert Client to dangerous conditions <ul style="list-style-type: none"> - Memory running low - Hard drive showing sign of failure - Hard drive running out of disk space - Controllers losing interrupts - Network Cards report unusual collision activity 	As needed	YES
<ul style="list-style-type: none"> Educate and correct user errors (deleted files, corrupted files, etc.) 	As needed	YES
<ul style="list-style-type: none"> Clean and prune directory structure, keep efficient and active 	As needed	YES
<i>Disaster Recovery</i>		
<ul style="list-style-type: none"> Disaster Recovery of Server(s) 	As Needed	YES
<i>Devices</i>		
<ul style="list-style-type: none"> Manage Desktops 	Ongoing	YES
<ul style="list-style-type: none"> Manage Network Printers (connectivity) [USB local printers excluded] 	Ongoing	YES
<ul style="list-style-type: none"> Manage Other Networked Devices 	Ongoing	YES
<ul style="list-style-type: none"> Manage PDA's/Smartphones 	As Needed	YES

ACTSCARE SERVICE DESCRIPTION...COUNTINUED

Appendix B:

Description	Frequency	Included	
<i>Networks</i>			
<ul style="list-style-type: none"> • Check router logs • Performance Monitoring/Capacity Planning • Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only) • Maintain office connectivity to the Internet 	As needed	YES	
	Ongoing	YES	
	Ongoing	YES	
	As needed	YES	
<i>Security</i>			
<ul style="list-style-type: none"> • Check firewall logs • Confirm that antivirus virus definition auto updates have occurred • Confirm that antispyware updates have occurred • Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies • Permissions and file system management • Set up new users including login restrictions, passwords, security, applications • Set up and change security for users and applications • Monitor for unusual activity among users 	As needed	YES	
	As needed	YES	
	As needed	YES	
	As needed	YES	
	As needed	YES	
	As needed	YES	
	Ongoing	YES	
	As needed	YES	
	<i>Applications</i>		
	<ul style="list-style-type: none"> • Ensure Microsoft Office Applications are functioning as designed • Ensure Adobe Acrobat Applications are functioning as designed • Ensure Java Applications are functioning as designed • Other applications can be monitored and based on required maintenance may be included otherwise an appropriate charge is assessed for monitoring and remediation. 	As needed	YES
As needed		YES	
As needed		YES	
As needed		YES	
As needed		YES	

MASTER RELATIONSHIP AGREEMENT

THIS MASTER RELATIONSHIP AGREEMENT IS BETWEEN:

SERVICE PROVIDER

ACTS360
2408 Airport Rd
Plant City, FL 33563
Main: 813.657.0849 | Fax: 813.774.3879

AND

CLIENT

1. Service Plan

Whereas the Client listed above wishes to hire Acts Consulting, Inc. ("Service Provider"), and Service Provider wishes to provide to Client, the services listed in this Service Plan, including Schedule A and any incorporated service order, (the "Plan"), subject to under the terms and conditions listed herein, now, therefore, in consideration of the above recitals, of the promises and covenants listed below and for additional valuable consideration, the receipt of which is hereby acknowledged. This Plan is limited to the aforementioned services, and specifically excludes all others, including but not limited to those listed at www.acts360.com/excluded_services/

2. Recurring Charges

Client agrees to pay the recurring charges and the initial, one-time setup charge listed herein within 15 days of receiving Service Provider's invoice. Applicable Federal, State or Local Taxes will be added to each invoice, unless Client is exempted from payment of any such tax and presents a valid exemption certificate. Late payments will be subject to a late fee of \$20 or 1.5%, whichever is more. In case of payment by check, a check processing fee will be added, to the greatest extent permitted by law, up to a maximum of \$25. Failure by Client to remit any payment within 60 days of the invoice date will be deemed an immediate and material breach. Regardless of any dispute resolution process agreed to herein, Service Provider will then reserve the right to suspend all services to Client. Additionally, any Service requested by Client that fall outside of the terms of this Plan will be considered an "Out of Scope Project." Out of Scope projects will be the subject of a separate quote, which must be individually approved by Client, and which will then be billed separately. Likewise, should services by a Third-Party Vendor be necessary in order to resolve any issue, Service Provider will inform Client and obtain its authorization for those services, which will then be passed on and invoiced to Client.

3. Weekends & Holiday Charges

There may be additional charges and limited service during weekend and holidays. All changes in rate and service at those times are included herein, including Exhibit A and the service order. Service Provider reserves the right to designate observed holidays within this Agreement and not to rely on federally recognized holidays.

4. On-site Visits

Travel (a) within a 30-mile radius of Service Provider's offices and (b) that is included in the services selected by Client will not be subject to an additional charge. Travel within a 30-mile radius but not otherwise pre-authorized will be subject to a \$75 per day fee in addition to hourly charges at Service Provider's customary rate, with a minimum of a one hour charge. For travel between 30 miles and 150 miles from Service Provider's offices, Service Provider will assess (a) an automatic \$50 per day charge and (b) \$0.90/mile (round-trip) in addition to normal hourly charges as applicable, with a minimum of a one hour charge. If out of town travel is requested by Client, Service Provider will charge for reasonable travel expenses, including but not limited to air fare, lodging, car rental, taxes, and meals, up to a negotiated maximum.

5. Payment Methods

Payment by credit card or ACH is preferred. If Client executed either a Credit Card Authorization form or an ACH Authorization Form, payment will be processed 15 days following each invoice. In case of payment by check, a 2.5% check processing fee, up to a maximum of \$25, will be added. Payment must be received by Service Provider within 30 days of the invoice date. Late payments may be subject to interest charge at an 18% annual rate.

MASTER RELATIONSHIP AGREEMENT...CONTINUED

6. Term

This Plan will become effective upon receipt by Service Provider of a one-month deposit from Client, and both parties signing this Plan. It will remain effective for such term of year indicated herein (including the incorporated Schedule A and service order), subject to renewal. This Plan will renew automatically on its anniversary date, unless either party gives the other Notice that it wishes to modify or terminate it no less than 90 days prior to renewal. If Client changes either the services that Service Provider provides or the service level of service it provides, this Plan will be deemed to have renewed for a new term, effective upon the first day of service- or service level change, for a term of years between 1 and 3 years, determined by the new service level (or "tier") selected.

7. Termination

This Plan comes with a 90-day satisfaction guarantee and Client may terminate this Agreement without penalty in the first 90 days by notifying Service Provider thereof in writing. Thereafter: This Plan may be terminated by either Party giving notice of its intent to terminate at least 90 days prior to a renewal date, in which case this Plan will not renew but end on what would have been the renewal date. Additionally, this Plan may be terminated by the non-breaching Party in case of breach by the other Party, subject to the dispute resolution procedure adopted herein. Either Party may further terminate this Plan if the other Party becomes a debtor in bankruptcy proceedings, is adjudicated insolvent, or placed under receivership. But if Client terminates this Plan before the Renewal Date, Client will be liable to Service Provider for all Monthly Payments due an amount equal to (a) four months' worth of recurring charge plus (b) an additional four months' worth of recurring charges for each year left in the Plan. This payment is due contemporaneously with Client's notice of termination. Nothing herein prevents Service Provider from suspending service from time to time for routine maintenance, giving Client notice thereof when feasible, and keeping any such interruption as short as practicable.

8. Communications

Client will designate as liaison one of its employees who will be the main point of contact for Service Provider.

9. Equipment

Any equipment owned by Service Provider and leased or loaned to Client, or simply located at Client's location, must be returned to Service Provider at Client's expense within 15 days of the Agreement's termination. Likewise, Service Provider retains the right to enter Client's premises and recover any such equipment in case of breach by Client, to the maximum extent permitted by law.

10. Conditions Precedent

As a condition precedent to Service Provider's obligations under this Agreement, including the incorporated Exhibits, Client's information-technology environment must qualify by meeting the following minimum requirements. All Servers with Microsoft Windows Operating Systems must be running Windows 2003 Server or later, including the most current Microsoft Service Packs and Critical Updates installed. All Desktop PCs, notebooks, and laptops with Microsoft Windows Operating Systems must be running Windows Vista Pro or later. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported. Client may elect to have Service Provider bring Client's information-technology environment to the above standards at an additional cost, which will be billed separately to Client.

MASTER RELATIONSHIP AGREEMENT...CONTINUED

11. Confidentiality

Service Provider and its agents may use Client information but only as necessary to and consistent with providing the services selected by Client. Service Provider will use its best efforts to protect against unauthorized use or access. All Client data stored off-site, if applicable, remains Client's property. When data is transferred and preserved, Service Provider will use such protocols and technology as will best insure protection of Client's data. Additionally, it is Service Provider's policy to notify Client of any attempt by any person or entity to access Client's data. If such attempt is through a legal process (e.g. subpoena), Service Provider will afford Client the opportunity to oppose that legal process before complying with it. Any expense and time incurred by Service Provider in complying with the aforementioned legal process will be charged to Client.

12. Non-solicitation

Service Provider spends considerable amounts of resources, time, and energy training and developing the skills of its employees. In recognition thereof, during the term of this Plan, and for a period of 12 months after its termination, Client agrees not to directly or indirectly solicit, recruit, or employ any of Service Provider's employees without Service Provider's prior written consent. Client acknowledges that its failure to comply with this Article could result in Service Provider suffering irreparable harm, and that the exact amount of damages cannot be readily quantified. Therefore, upon a breach of any provision in this Article, Client shall pay to Provider, as liquidated damages (and not a penalty), a sum equal to 200% of the solicited employee's total compensation package in the fiscal year preceding the breach. Neither the existence of that liquidated-damages provision, nor payment of these liquidated damages, in any way limits Service Provider's right to seek injunctive or any other equitable remedies. Likewise, During the term of this Plan, and for a period of 12 months after its termination, Service Provider agrees not to directly or indirectly solicit, recruit, or employ any of Client's employees without Client's prior written consent.

13. Limited Warranties

Service Provider is neither a hardware manufacturer nor a software developer, and makes no warranty whatsoever about any hardware or software's merchantability or fitness for a particular purpose. Service Provider warrants only that its own services will be performed in a manner consistent with the customary practice in the information-technology industry. Service Provider disclaims any other warranty whatsoever.

14. Dispute Resolution

In case a dispute arises between the Parties arising out of or related to this Plan, the following process must be followed, except in case of non-payment by Client:

- i. The Party alleging default or breach (the Claiming Party) will send the other Party (the Responding Party) Notice (the Notice of Breach), by certified mail, stating in specific details what act, conduct, or omission constitutes the alleged breach or default.
- ii. The Responding Party will have 30 days from the receipt of the Notice of Breach to cure the alleged breach or default. During these 30 days, the Parties will cooperate and engage in substantive, good-faith negotiations to resolve their differences.
- iii. If the differences between the Parties are not resolved within 30 days after the Responding Party receives the Notice of Breach, the Parties will engage in pre-litigation mediation, with the cost of mediation to be shared equally between them. Mediation must take place within 90 days after the Responding Party received the Notice of Breach.
- iv. If mediation fails, the Claiming Party may take legal action. In this case, the Parties agree to litigate in, and subject themselves to the jurisdiction of Florida State Courts in Hillsborough County, Florida, and that this Plan is governed by Florida law. In case litigation is necessary, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in litigation and on appeal.

MASTER RELATIONSHIP AGREEMENT...CONTINUED

15. Limitation of Liability

In no event shall Service Provider be liable for any damages whatsoever, including without limitation any loss of profits, loss of business, loss of use or data, interruption of business, or any direct, indirect, special, incidental, or consequential damages of any kind, above and beyond the amount Client paid Service Provider under this Plan in the six months in which Client made payments to Service Provider.

16. Indemnify & Hold Harmless

Client will hold the Service Provider harmless from any claim, demand, or cause of action, by whomever and wherever brought, that arises out of or is in any way related to this Plan, and will indemnify Service Provider for any monetary assessments imposed on Service Provider as a result of any such claim, demand or cause of action.

17. Parties

This Plan binds the Parties thereto, their officers, directors, affiliates, successors and assigns.

18. Assignability

Either Party may assign its rights or delegate its duties under this Plan by giving the other party notice thereof, but only with the other Party's written consent, which consent may not be unreasonably withheld.

19. Survivability

Where necessary to enforce the Parties' intent under this Plan, its provisions are meant to survive its termination.

20. Singular & Plural

Where the context so indicates or requires, each term stated in the singular includes the plural, and each term stated in the plural includes the singular.

21. Captions

The captions in this Plan are for convenience only, are not a part of this Plan, and do not limit or amplify the terms and provisions of this Plan.

22. No Waiver

The failure of either Party to insist on the performance of any of the terms and conditions of this Plan, or the waiver of any breach of any of the terms and conditions of this Plan, shall not be construed as waiving any other term or condition at any other time.

23. Severability

If any Court should hold or find any of the terms and/or provisions of this Plan void or voidable, such a finding in no way shall affect the enforcement or validity of the remainder of this Plan or the particular paragraph in which the provision is located.

MASTER RELATIONSHIP AGREEMENT...CONTINUED

24. Interpretation

The Parties acknowledge that they have read this Plan, that they understand its terms, and that they agree to be bound by it. Each has had the opportunity to consult with an attorney. In the event an ambiguity or question of intent or interpretation arises, this Plan shall be construed as if drafted jointly, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship.

25. Integration

The Parties represent and warrant that they are not relying on any promises or representations that do not appear written in this Plan.

26. Defenses

Nothing in this Plan is meant to abrogate in any way recognized common-law defenses to performance of contract.

27. Amendment

This Plan shall not be amended except by written agreement signed by both Parties.

28. Counterparts

This Plan may be executed in counterpart originals, all of which shall constitute one and the same agreement and Plan.

29. Authority

The persons executing this Plan are duly authorized by the respective Parties to do so.

30. Notices

Notices shall be sent to, if to Service Provider, to Greg Sweers, **ACTS360**, PO Box 1193, Brandon, FL 33509, and the service location listed herein.

AGREEMENT AND ACCEPTANCE

Authorizing Signature _____ Date _____

Print Name _____ Title _____

ACTS360

Authorizing Signature _____ Date _____

Print Name _____ Title _____