

NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS NETWORK INSTALLATION AND MAINTENANCE AGREEMENT ("Agreement") is entered into on September 1st, 2007, between Master Mind Productions Inc. ("Provider"), with its principal place of business located at 4425 230th Way SE, Sammamish, Washington, 98075 and Widgets, Inc. ("Client"), with its principal place of business located at 123 Anywhere St., Kalamazoo, MI, 12345, and shall be effective as of September 1st, 2007 (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks ("Services");

WHEREAS, Client desires to retain Provider to perform the Services set forth in this Agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

2. Price and Payment

Client will pay Provider for the Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Services, and Client will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

This Agreement has an initial term of one (1) year. Unless terminated as provided herein, this Agreement will extend for a period of 1 year and will automatically renew upon its anniversary date for successive one (1) year terms. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination.

Either party may terminate this Agreement at any time for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) business days prior written notice, at the other party's principal place of business, of the material breach, sufficiently detailed so that the nature of the alleged material breach

is clear, and a reasonable opportunity to cure the breach. Termination for material breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network. Provider may make suggestions as to the software and/or hardware it believes may be reasonably necessary to the effective operation of Client's network. Client is under no obligation, however, to purchase such software and/or hardware, nor to purchase such software and/or hardware from Provider.

D. Client will be ultimately responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.

E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of Client's Network Administrator or point of contact.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 1 after the termination of this Agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of Client's network or data. Provider warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, unless the cause of such loss of data is Provider's negligent or willful, wanton, malicious and/or intentional misconduct. The total liability of Provider for all claims of any kind arising as a result of or related to Provider's non-negligent performance under this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the twelve (12) month period preceding the date the claim arises. For purposes of this provision, "negligent" misconduct shall mean any performance of Services that does not meet the minimum standard of care and/or professionalism in the computer networking installation and maintenance industry.

8. Indemnification

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement, including without limitation, any claims of infringement of intellectual property rights.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Washington. The arbitration will be held in Washington. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: Master Mind Productions Inc.

Client: Widgets, Inc.

By:
Title: President

By: _____
Title: President

EXHIBIT A: STATEMENT OF WORK

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Scope

1.1 **Initial Setup** – Network system design, installation and configuration. This service includes setup of printers, scanners, Internet connectivity accounts, e-mail setup and general commercial applications. May also include transfer of documents, bookmarks and settings from previous systems.

1.2 **General Maintenance & Repair** – Routine hardware checks, software updates, OS updates and file-structure related services. These services shall be provided on a monthly basis and as otherwise reasonably necessary or requested by Client.

1.3 **Hardware & Software Installation** – On-site installation of hardware and application software. This service includes RAM upgrades, hard-drives, add-in cards and peripherals. Some specialty hardware and industry specific software may require custom pricing. This potential billing scenario will be discussed in advance on a case-by-case basis.

1.4 **Hardware & Software Troubleshooting** – Isolate the cause of the problem(s) in the computing environment. Note: In some rare situations (such as hardware failure or incompatible hardware or software), issues may not be resolvable. The Client is still responsible for any time-related fee. This potential billing scenario will be discussed in advance on a case-by-case basis.

1.5 **Needs Assessment** – Custom support regarding hardware or software purchases to accomplish specific tasks or business goals.

1.6 **Systems Integration** – Installation of hardware into an existing computing environment. Services include setup of any necessary software or hardware.

1.7 **Network Security** – Installation of hardware and/or software to provide reasonable network security and virus protection. Note: network security and virus protection services are provided on a best-effort basis and are not guaranteed to prevent network intrusions or virus attacks. See section 6.0 of the Agreement.

1.8 **Data Backup & Data Recovery** – Develop and implement a backup strategy. Note: In some situations (such as complete hardware failure, media failure or total data corruption) data may not be recoverable. Provider does not provide data recovery services, but can make arrangements for such services on behalf of Client if necessary.

1.9 **Rapid-Response Service** – General on-site services are usually delivered within a 1 to 3 business day timeframe. Regular response service using remote assistance tools are usually delivered within a 1- to 4-hour timeframe. Rapid-response service is delivered within a 1- to 2-hour timeframe, as available. Additional fees may be billed for rapid-response services. Specific details are discussed at time of service request.

1.10 **24-Hour Emergency Service** – After-hours onsite service is from 5pm to 8am, Monday through Sunday, and is delivered within a 1- to 3-hour timeframe. Additional fees may be billed for 24-Hour Emergency Services. Specific details are discussed at time of service request.

2.0 Price and Payment

Provider is being hired on a fixed-price basis to perform the Services and provide the Services described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The fixed price for this Statement of Work is dependent on the service level selected at the Effective Date of The Agreement. See attached Master Price List for details on pricing for stated Services.

2.1 Invoices

Fixed price Services will be invoiced monthly based on the number of supported systems present on The Agreement at the beginning of the month. Invoices for any services not included in the fixed price shall be separately stated and shall specify the type of service provided, date(s) of service, time expended, the applicable hourly or otherwise agreed upon rate.

2.2 Payment

Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of

collection (including reasonable legal fees) and will bear interest at the rate of six (6) percent per month or fraction thereof until paid.

3.0 Supporting Documentation

Attached to this document is a Change Request Form. Client must complete and sign the Change Request Form on the Effective Date indicating the number of supported systems. Client must also complete and sign an updated Form when the number of supported systems changes. These forms must be submitted to Provider within fourteen (14) business days of the change. Also attached is the current Master Price List that is used by Provider to determine rates charged to Client for services. The Master Price List is subject to change every thirty (30) days, and expires thirty (30) days from Effective Date. If Services are added at the request of the Client, the current Master Price List should be requested from Provider.

4.0 Expenses and Taxes

Prices quoted for Services do not include, and Client will reimburse Provider for its, reasonable and necessary actual out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone calls, travel, and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.

Change Request Form

I, _____, a representative of Widgets, Inc. understand that the number of "systems" that are being managed and supported under the terms of the Network Installation and Maintenance Agreement ("Agreement") has changed. The new number of systems that are being managed by Provider are indicated below.

Workstations _____ 5 _____

Servers _____ 1 _____

Network Appliances _____ 1 _____

Mobile Devices _____ 2 _____

The desired Service Level (check one): Basic Advanced Premium

I also understand that any change in the number of supported systems and/or service level may result in a change in the monthly cost referenced in section 2 of the Agreement and specifically stated in paragraph 2.0 of the Statement of Work dated September 1st, 2007.

Widgets, Inc. representative signature:

Position: President

Date of Change: 9/14/2007

This change is acknowledged by:

Master Mind Productions Inc. representative signature:

Position: President

Date acknowledged: 9/14/2007