

**SUBCONTRACTOR MASTER SERVICES AGREEMENT
For Consulting and Information Technology Services**

This Master Services Agreement (this "Agreement") is made as of _____, by and between National Systems Consulting, L.P. a Texas partnership ("NSI"), and _____ a _____ corporation, ("Subcontractor") whose address is _____ and whose EIN # is: _____

RECITALS

WHEREAS, NSI, wishes to engage Subcontractor for various consulting and/or information technology related services; and

WHEREAS, Subcontractor is in the business of providing, and wishes to provide, such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

1. Subcontractor Services. Subcontractor agrees to provide personnel, its expertise and professional, technical and project management services as are called for by each statement of work or purchase order (shall mean any document executed by the parties hereto describing work to be performed by the Subcontractor or personnel, and such terms may be interchangeable) entered into hereunder or as otherwise necessary and appropriate to carry out the purposes thereof (together with all other services to be provided hereunder, the "Services"). Subcontractor, unless otherwise specified in the SOW, shall be responsible for providing its own resources and equipment as necessary to provide the Services.

2. Personnel. Subcontractor agrees to provide personnel who are professionals approved of in writing by NSI with respect to the roles identified in the applicable Statement of Work or purchase order, as well as such other qualified professionals as necessary to properly perform Subcontractor's obligations under this Agreement. Subcontractor agrees that it shall not voluntarily remove any individual initially or subsequently during the performance of the applicable Statement of Work or purchase order, without prior written approval of NSI and shall use commercially reasonable efforts to maintain consistent staffing of personnel.

3. Compliance with Laws (Domestic / International).

3.1 Access to Records.

(i) Subcontractor shall give NSI, pursuant to a client's request, access to their employees' and agents' personnel and other employment related records, including records pertaining to the verification of any individual's authorization to be employed in the United States of America.

(ii) Subcontractor shall give NSI access to all records pertaining to wages paid for each individual assigned pursuant to the terms of this Agreement. Such records shall include payroll records generated or capable of being generated by Subcontractor or any agent thereof, personnel files containing records concerning salary history, current and past wage statements, I-9 forms and W-2 forms pertaining to any individual assigned to work pursuant to the terms of this Agreement.

(iii) Subcontractor shall provide all access to records and/or records requested by NSI within seven (7) days of the request.

3.2 Other Requirements

Subcontractor shall insure that working conditions of employees regardless of location shall comply with all international requirements with respect to working and employment conditions, including, but not limited to International Covenant on Economic, Social and Cultural Rights.

4. Price and Payments

4.1 Timesheets.

Subcontractor shall provide weekly timesheets signed or approved by NSI for each Subcontractor employee or agent who has been assigned to perform services pursuant to this Agreement. Such timesheets shall be submitted to NSI in the manner prescribed by NSI and each timesheet shall include all time and other charges that have accrued. Subcontractor shall not invoice, bill or otherwise charge NSI for any employee time not reflected on such timesheets. Subcontractor shall maintain all timesheet records for a period not less than three (3) years.

4.2 Invoices.

Subcontractor shall submit an invoice with the required detail to NSI for all sums due under this Agreement and such invoices shall be delivered to NSI not later than the tenth (10th) day of each month. Unless otherwise set forth in this agreement, or on any Statement of work, all fees, charges and expenses due under this agreement shall be due and payable as mentioned in the respective Statement of Work or Purchase Order.

4.3 Payment.

NSI shall pay each invoice properly issued by Subcontractor hereunder seven (7) days after NSI receives payment from the end Customer unless otherwise stated herein or in any addendum or amendment hereto. Payment to Subcontractor may be made by electronic fund transfer upon written request by Subcontractor with supplied details

4.4 Taxes.

4.4.1. Compliance. The parties shall comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Subcontractor shall provide NSI with a completed Form W-9.

4.4.2. Payment Obligation. NSI shall be responsible for applicable transaction taxes imposed on charges for services provided by Subcontractor (without any markup) to NSI under this Agreement. NSI shall not be responsible for any taxes imposed on Subcontractor arising from Subcontractor's consumption of goods and services in connection with this Agreement. Nor shall NSI be responsible for any taxes, levies or other charges measured on income or gross receipts of the Subcontractor.

5. Client Guidelines.

5.1 Criminal Background Checks; Subcontractor shall ensure that all personnel assigned to work pursuant to the terms of this Agreement has participated in a criminal background check covering the counties in which the person was employed or resided for the past seven (7) years. The background check must have been performed by a reputable agency and on record not later than the first day all personnel actually begin work. A copy of the report shall be provided to NSI. In the event NSI coordinates the Criminal Background Check then NSI shall charge the cost of the Criminal Background Check to the Subcontractor.

5.2 Drug Test; Subcontractor shall procure a ten (10) panel drug test for all personnel to be assigned pursuant to the terms of this Agreement. The report evidencing the results of said drug test shall be provided directly to NSI. The drug test report shall be dated no later than fifteen (15) days prior to the date on which the individual tested begins their assignment. In the event NSI coordinates the Drug Test for Subcontractor then the cost of the Drug Test shall be charged to the Subcontractor.

6. Acceptance Testing.

6.1 Testing Process.

NSI and the end client shall have the right to review any Deliverable to be provided by Subcontractor to NSI or the end client under this Agreement and shall have the right to either accept or reject each such Deliverable. Except as set forth in Section 6.2 Cure, after Subcontractor's delivery of any Deliverable, NSI and/or the end client shall, within a reasonable time, test the Deliverable using the applicable test procedures and standards set forth in the applicable Statement of Work or such other standards as are mutually agreed upon in writing, to determine whether such Deliverable (i) meets the applicable specifications or acceptance criteria set forth in the applicable Statement of Work, (ii) is in compliance with the warranties set forth herein, and (iii) meets such other criteria as are mutually agreed upon in writing (the criteria described in the foregoing clauses (i), (ii) and (iii) collectively, the "Acceptance Criteria").

In the case of any documentary Deliverables, Subcontractor shall provide draft materials and solicit NSI's input sufficiently in advance of any milestone date set forth on the applicable Statement of Work or purchase order to facilitate meeting each such deadline. No later than each such deadline, Subcontractor shall submit a proposed final copy of each such Deliverable to NSI in suitable electronic and paper format.

After NSI or the end client has completed the testing described herein, NSI shall notify Subcontractor in writing either that: (i) the Deliverable meets the Acceptance Criteria and acceptance of such Deliverable has occurred ("Acceptance"); or (ii) the Acceptance Criteria have not been met.

6.2 Cure. If NSI or the end client determines that a Deliverable does not conform to the applicable Acceptance Criteria and notifies Subcontractor, including with such notice an exception report describing the nonconformity (the "Exception Report"), Subcontractor shall promptly investigate the alleged nonconformity and shall correct such nonconformity within ten (10) Business Days of receipt of the Exception Report. Upon Subcontractor's notice to NSI that Subcontractor has cured such nonconformity, NSI shall re-test the defective component or deliverable as provided in herein.

7. Changes in Scope or Additional Services.

NSI may at any time, and from time to time, request that Subcontractor perform additional services for NSI. Within a reasonable period (not to exceed ten (10) Business Days) after receiving such a request from NSI, Subcontractor shall prepare and submit a written proposal in the form of a Statement of Work to NSI that: (i) if applicable, assesses the expected impact of such request on any Services or Deliverables then being provided hereunder; (ii) defines and describes how Subcontractor would fulfill or satisfy such request, and describes any additional Services and Deliverables to be provided by Subcontractor pursuant thereto in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Subcontractor in connection with fulfilling such request; (iv) contains proposed completion and acceptance criteria; and (v) sets forth any other information required by this Agreement to be in a Statement of Work. No additional Statement of Work shall be binding upon NSI or Subcontractor unless executed and delivered by an authorized signatory of such party. Any additional Statement of Work shall be governed by the terms and conditions of this Agreement.

8. Work Product and Proprietary Materials

8.1 Work Product. All Work Product, other than Special Excluded Work Product (meaning any Work Product that is specifically identified on a SOW, or any waiver of IP Ownership), shall be owned exclusively by the end Customer and, effective in each case upon its creation, is hereby assigned by Subcontractor and its Personnel to end client. Subcontractor is hereby granted a license to such Work Product solely for purposes of carrying out its duties under the applicable Statement of Work or purchase order and during the term thereof. Notwithstanding the foregoing, Subcontractor and its employees shall be free to use and retain its and their particular preexisting or independently created General Knowledge so long as it or they apply such General Knowledge without disclosure, use or copying of any Confidential Information.

8.2 Subcontractor Proprietary Materials. All Work Product owned by Subcontractor and in existence on the Commencement Date or, if created or acquired thereafter, created or acquired entirely independently of Subcontractor's engagement hereunder (collectively, "Subcontractor Work Product") together with any Special Excluded Work Product, shall continue to be owned exclusively by Subcontractor and shall not have any rights thereto except as provided herein.

8.3 Treatment of and Access to Customer Data. Notwithstanding anything to the contrary herein, Customer shall be and remain, at all times, the sole and exclusive owner of the Customer Data (including any modification, compilation, or derivative work there from and all intellectual property and proprietary rights contained therein or pertaining thereto) and, effective in each case upon the creation of any such items. Subcontractor shall not commercially exploit the Customer Data, or do any other things that may in any manner adversely affect the integrity, security or confidentiality of such items, other than as specified herein or as directed by NSI in writing.

8.4 NSI Proprietary Materials. All Work Product owned by NSI and in existence on the Commencement Date or, if created or acquired thereafter, created or acquired entirely independently of Subcontractor's engagement hereunder (collectively, "NSI Work Product"), shall continue to be owned exclusively by NSI and Subcontractor shall not have any rights thereto, except as may be expressly provided pursuant to this Agreement.

9. General Business Activity Restrictions.

Subcontractor shall ensure that it nor any personnel assigned to work pursuant to the terms of this Agreement do not: (a) conduct any non-Customer related business activities while working at any NSI or Customer worksite; (b) conduct any type of training for Subcontractor's personnel unless specifically authorized by NSI; (c) attempt to participate in NSI benefit plans or activities; (d) send or receive non-Customer related mail or email through Customer's mail or email systems; (e) sell, advertise or market any products or distribute printed, written or graphic materials on Customer's premises.

10. Non-Competition

10.1 All subcontractor contact with Customer associated with a project, other than day to day operational matters, must be approved in advance by the NSI. Subcontractor recognizes that NSI has expended and will continue to expend substantial resources to develop relationships with its clients. During the term of this Agreement and any renewals hereof and for one (1) year after the expiration of the initial term and renewal periods, Subcontractor agrees that Subcontractor or any of its employees, agents, and servants will not:

10.1.1 Solicit either directly or through any third party to provide any services to any manager, hiring manager or director of the Customer to which Subcontractor has provided services pursuant to the terms of this Agreement, Subcontractor has been introduced by NSI or about which Subcontractor has received information through NSI about any opportunity to provide services.

10.1.2 Retain or attempt to retain directly or indirectly for itself or for another party, the services of another one of NSI's subcontractors or employees to which Subcontractor has been introduced or has received information about through NSI or through any third party for which Subcontractor has performed services or to which Subcontractor was introduced under this Agreement.

10.2 Reasonableness: Subcontractor acknowledges that these restrictions are reasonable but, if any Court shall hold such restrictions to be unreasonable as to time, geographic areas, activities or otherwise, such restrictions shall be deemed to be reduced to the extent necessary in the opinion of such Court to make them reasonable.

11. Confidential Information

Subcontractor and NSI each agree and its respective directors, officers, employees, agents, contractors and subcontractors (collectively, its "Employees") shall keep in confidence all information relating to the products, product plans, methods of manufacture, trade secrets, secret processes, finances, research, development, know-how, or personnel data, and all other confidential knowledge, data and information related to the business and affairs of the other party, its affiliates and subsidiaries (collectively, "Confidential Information") that may be acquired by any of them pursuant to or in connection with this Agreement or the relationship contemplated by this Agreement. Without limiting the generality of the forgoing, Confidential Information includes marketing and sales information, pricing, technical information product information and technology, business information plans and prospects, together with any excerpts, reports or documentations prepared by or on behalf of recipient of the information incorporating referred to or reflecting in whole or in part, any such information. Subcontractor data, Deliverables and Work Product shall be considered Confidential Information of NSI or the client. At all times during and after the term of this Agreement, neither party nor any of its Employees will, without the other party's express prior written consent, which consent such other party may grant or withhold in its sole and absolute discretion, publish, communicate, divulge or disclose in any manner or fashion whatsoever any such Confidential Information. In addition NSI shall maintain all Confidential Information relating to Subcontractor, and any work produced under this Agreement. Upon termination of this Agreement, or at any time at the request of Subcontractor and NSI all Employees shall return to the other party all records, data, notes reports, sketches, material, equipment and other documentation and other property, and all reproductions of the same, furnished hereunder.

12. Warranties and Remedies

12.1. General Warranties. Subcontractor represents and warrants to NSI that:

12.1.1 Authority. Subcontractor has the right and authority to enter into and perform this Agreement and grant the rights and licenses provided for herein.

12.1.2. Services. The Services will be performed in a timely, competent and professional manner and in accordance with the Specifications, the requirements hereof, and the applicable SOW. In the event end Customer rejects the services provided by Subcontractor within thirty (30) days from the date Subcontractor's personnel begin providing service arising out of the failure to provide timely, competent and professional services which meet industry standards and are in compliance with the standards and specifications set forth in the SOW and/or purchase order then Subcontractor shall not invoice, bill or otherwise charge NSI for the services allegedly provided by the Subcontractor's personnel.

12.2 Intellectual Property. The Work Product and Services provided by Subcontractor under this Agreement, and NSI's exercise, in accordance with the terms hereof, of any intellectual property rights granted under this Agreement, will not infringe or otherwise violate any statutory or other rights of any third party in or to any intellectual property rights therein including, without limitation, copyrights, patents, trade secrets, trademarks or moral rights; and, no third party has asserted, is asserting or, to Subcontractor's knowledge, has threatened or has or will have any reasonable basis to assert a claim of any of the foregoing.

12.3 Certain remedies. Subcontractor shall promptly and at no charge to NSI (i) re-perform any Services that do not meet the requirements of this Agreement and (ii) correct all failures of any Deliverables hereunder to perform in accordance with the requirements of this Agreement. No remedy set forth in this Agreement (except to the extent specifically stated herein) is intended to be exclusive of any other remedy, and each remedy shall be in addition to every other remedy given hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise. No quality assurance, acceptance test, or other similar procedure shall be deemed to obligate NSI with respect to, or necessarily to constitute, legal "acceptance" of any deliverable and no such procedure shall be deemed to waive any right or remedy hereunder.

13. Limitation of Liability.

13.1 General Limitation. Neither party shall be liable hereunder for consequential or punitive damages (including lost profits or savings) even if it has been advised of their possible existence, except that the foregoing shall not restrict a party's ability to recover actual damages for breach hereof. In no event shall the total and cumulative liability of either party to the other under this Agreement for any claim or claims hereunder concerning performance or nonperformance hereunder exceed the aggregate amounts paid or payable by NSI and its Affiliates under this Agreement.

13.2 Exclusions. Notwithstanding the foregoing, there shall be no limitation on the amount of liability, and no exclusion of any types of damages for the following: (i) Subcontractor's breaches of Articles 10 or 11, (ii) Subcontractor's indemnification obligation pursuant to Article 14, or (iii) Subcontractor's willful misconduct.

14. Indemnification

14.1 Mutual indemnification for injury and property damage. Subcontractor and NSI shall defend, indemnify and hold each other and their officers, directors, employees, Affiliates and agents harmless from and against all losses, damages, liabilities, claims, actions and all related expenses (including reasonable attorneys' fees and expenses) by reason of injury or death to any person or damage to any tangible property arising or resulting from the presence of the Indemnifying Party (as defined below), its employees, contractors or agents on the premises of the other party, except that indemnification shall not be available to the extent of the other party's negligence or willful misconduct.

14.2 Subcontractor Intellectual Property Indemnification. Subcontractor shall defend, indemnify and hold harmless NSI and its officers, directors, employees, Affiliates and agents from and against any claims and shall pay all losses, damages, liabilities, claims and actions, and all related expenses (including reasonable attorneys' fees and expenses) based on any allegations that would evidence or constitute a breach of the warranties set forth herein or that the Deliverables, Work Product or any other intellectual property delivered or licensed or to which rights are otherwise acquired hereunder, and any part or parts thereof (collectively, the "IP Assets") infringe or misappropriate the rights of others. In the event that any IP Assets are alleged or found to be misappropriated from, or to infringe on the intellectual property rights of, a third party, or if their use by NSI is enjoined, Subcontractor shall, in addition to the foregoing indemnification obligation, at NSI's option and Subcontractor's sole expense, either: (i) secure a license to use such portion to enable such IP Assets to be utilized in a manner consistent with the terms of this Agreement, or (ii) replace the same with other intellectual property assets with equally suitable, functionally equivalent, compatible, non-infringing assets or services, as reasonably determined by NSI, or (iii) modify the IP Assets so that they no longer infringe or misappropriate the rights of others, while still meeting the requirements of this Agreement.

14.3 Procedures. If any legal action covered by this Article is commenced against a party entitled to indemnification hereunder ("Indemnified Party"), prompt written notice thereof shall be given to the party required hereunder to indemnify ("Indemnifying Party"). Indemnified Party shall cooperate in all reasonable respects with Indemnifying Party and its attorneys in the investigation, trial, and defense of such claim and any appeal arising there from; provided, however, that Indemnified Party may, at its own expense, participate, through its attorneys or otherwise, in such investigation, trial, and defense of such claim and any appeal arising there from. No settlement of a claim that involves a remedy other than the payment of money by Indemnifying Party shall be entered into without the consent of Indemnified Party, which consent will not be unreasonably withheld or delayed. After notice by Indemnifying Party of its election to assume full control of the defense of any such claim, Indemnified Party shall not be liable to Indemnifying Party for any legal expenses incurred thereafter by Indemnifying Party in connection with the defense of that claim. If Indemnifying Party does not provide notice and assume full control over the defense of a claim subject to such defense as provided in this Section, Indemnifying Party may participate in such defense, at its expense, and the Indemnified Party shall have the right to defend the claim in such manner as it may deem appropriate, at the expense of Indemnifying Party.

15. Termination

15.1 Term. The initial term of this Agreement shall commence on the Effective Date and continue thereafter for an indefinite period which would expire two (2) years after the completion of the last SOW executed pursuant to this agreement.

15.2 NSI Termination.

15.2.1 For Cause. NSI may terminate this Agreement, or any one or more Statements of Work hereunder, by written notice to Subcontractor, upon the occurrence of any of the following events and the continuance thereof ten (10) Business Days (immediately upon written notice with respect to clause 0 below) after such written notice (any such termination, a "NSI Termination for Cause"): (a) Subcontractor becomes insolvent or subject to any proceeding under the federal bankruptcy laws or other similar laws for the protection of creditors. (b) Subcontractor materially breaches any term, provision, representation or warranty of this Agreement and such breach or default is not cured to NSI's reasonable satisfaction within such ten (10) Business Day period. (c) Subcontractor's breach of its obligations under Articles 10 or 11 or any other breaches incapable of cure.

15.2.2 For Convenience. NSI may also terminate this Agreement upon thirty (30) calendar day's prior written notice to the Subcontractor for convenience (any such termination that is not an NSI Termination for Cause).

15.3 Purchase Order/SOW. NSI may terminate, at the request of client, any one or more SOW's or other agreement for services issued hereunder immediately upon written notice to Subcontractor at the address provided herein or as otherwise provided in writing to NSI by Subcontractor. NSI shall specify in any termination notice given hereunder whether it is terminating the Agreement, one or more specified SOWs. In the absence of any specification, NSI's termination notice shall be deemed to cover the Agreement and all Statements of Work. In the event that a termination covers less than all of the Agreement and all Statements of Work and purchase orders, not terminated shall continue in full force and effect.

15.4 Subcontractor Termination. Subcontractor may terminate one or more Statements of Work or purchase orders hereunder solely if (i) NSI has failed to make a payment due in connection with such Statement of Work or Statements of Work, (ii) such payment is not subject to a good faith dispute, (iii) no earlier than thirty (30) calendar days after the payment's due date Subcontractor gives written notice of its intent to terminate; and (iv) no less than sixty (60) additional calendar days pass, such payment not having

been made. In the event that Subcontractor is terminating all the effective SOWs pursuant to the preceding sentence, such termination shall also terminate this Agreement.

15.5 Effects of Termination.

15.5.1. Termination shall not constitute a party's exclusive remedy for any default, and neither party shall be deemed to have waived any of its rights accruing hereunder prior to such default. If either party terminates this Agreement or any Statement of Work hereunder as a result of a claimed default by the other party and such other party does not agree that a default was committed, then such other party shall have the right to avail itself of all defenses and remedies available to it at law, in equity, by statute, or otherwise.

15.5.2 Transition. In the event of any termination or expiration of this Agreement or any Statement of Work hereunder, Subcontractor shall cooperate reasonably in the orderly wind-down of the Services being terminated and/or transition to another service Subcontractor.

15.5.3 Survival. The obligations and rights of the parties pursuant Articles 8, 11, 12, and 14 hereof shall survive the termination or expiration of this Agreement. Expiration of the Agreement shall not affect the parties' obligations under any Statement of Work then in effect and as to such then existing Statements of Work, the Agreement shall be deemed to continue in full force and effect until Services under such Statement of Work are completed.

16. Miscellaneous

16.1 Amendments. Except as otherwise expressly provided herein, this Agreement may not be modified, amended, or in any way altered except by a written agreement signed by the parties hereto that states it is an amendment to this Agreement. The parties expressly agree that no oral modification of this agreement shall be enforceable and no purported oral modification shall be deemed a waiver or modification of this paragraph.

16.2 Assignment. Neither NSI nor Subcontractor shall assign this Agreement nor delegate any of its duties, in whole or in part, without the prior written consent of the other party. In no event shall consent to an assignment of this Agreement or the obligations hereunder be construed as discharging or releasing the parties in any way from the performance of their obligations under this Agreement. An assignee of either party authorized hereunder shall be bound by the terms of this Agreement and shall have all of the rights and obligations of the assigning party set forth in this Agreement. If any assignee refuses to be bound by all of the terms and obligations of this Agreement or if any assignment is made in breach of the terms of this Agreement, then such assignment shall be null and void and of no force or effect.

17. Contract Interpretation.

17.1 Captions; Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement shall be deemed to include reference to any and all subsections thereof.

17.2 Neither Party Deemed Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement or any provision thereof or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.

17.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same agreement.

17.4 Compliance. All documentation required by Subcontractor in order to comply with all existing foreign or domestic statutes, ordinances, regulations, or other laws, which may be applicable to Subcontractor's performance of Services hereunder. NSI reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any Services hereunder.

17.5 Entire Agreement: Order of Precedence. This Agreement, together with all Statements of Work and all documents expressly referred to herein, constitutes the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof, including but not limited to any non-disclosure agreements previously entered into by and between the parties. Subcontractor acknowledges that there were no representations or promises made by NSI on which Subcontractor has relied in entering into this Agreement that are not expressly stated herein. In the event of a conflict between the provisions of this agreement and any SOW, exhibit or rider, then the terms of this agreement shall take precedence, unless the terms of this agreement expressly give precedence to such SOW, exhibit or rider.

17.6 Expenses. Each party shall be responsible for, and shall pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.

17.7 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to acts of God, the public enemy, terrorist activities, riots, fires, and similar causes beyond such party's control. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the time lost by reason of the failure or delay; provided that the party affected by such delay is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects and, if events in the nature of the force majeure event were foreseeable, used commercially reasonable efforts prior to its occurrence to anticipate and avoid its occurrence or effect. NSI shall have no obligation to make any payments to Subcontractor during the period of failure or delay. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance. Notwithstanding the foregoing, Subcontractor shall not be excused from its performance hereunder in the event of a strike, walkout, work stoppage or other labor dispute affecting its Personnel, those of NSI or those of a third party.

17.8 Further Assurances. NSI and Subcontractor each agree to execute and deliver (and cause their Personnel to execute and deliver) any appropriate instruments or documents to confirm the assignments and rights and licenses provided for herein and to enable the other to perfect the same by filing, registration or otherwise in any state, territory, or country, as may be reasonably requested and prepared by such other from time to time.

17.9 Governing Law. This Agreement shall be governed by and interpreted in accordance with the internal substantive laws of Texas. The parties agree that all actions and proceedings arising out of or related to this Agreement shall be brought only in a state or federal courts located Texas (USA), and the parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves. Subcontractor hereby appoints the Secretary of State (or equivalent official) as their agent in fact for the acceptance of process.

17.10 Independent Contractor. Subcontractor is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees and agents, as well as employment related taxes. Subject only to the terms of this Agreement, Subcontractor shall have complete control of its agents and employees engaged in the Services. Subcontractor shall ensure that neither it nor its agents or employees shall act or hold themselves out as agents or employees of NSI.

18. Insurance

18.1 General Requirements. Without limiting Subcontractor's undertaking to defend, hold harmless, and indemnify NSI as provided herein, Subcontractor shall purchase and maintain insurance to protect Subcontractor from claims of the type set forth below that arise out of or result from Subcontractor's operations, services, and/or performance under this Agreement.

18.2 Coverage. The insurance required hereunder shall be written for not less than the limits of coverage specified herein, or as required by law in any jurisdiction with authority over Subcontractor's operations, services, and/or performance, whichever is greater. Coverage shall be written on an occurrence basis, except for Errors and Omissions Insurance.

1. Workers Compensation and Employers Liability insurance affording compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the work or any portion of the work is performed and employers' liability insurance with limits of \$1,000,000 for each accident or disease
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence.
3. Automobile Liability Insurance with combined single limit of \$1,000,000 per occurrence for injuries, including accidental death and property damage.
4. Umbrella or Excess Liability Insurance with limits not less than \$5,000,000 per occurrence that shall provide additional limits for employers' liability, general liability and automobile liability insurance.
5. Errors and Omissions or Professional Liability Insurance shall be maintained with limits of \$2,000,000.

The foregoing insurance coverage shall be primary to and non-contributory with respect to any other insurance or self-insurance that may be maintained by NSI and its subsidiaries and affiliates and shall contain a cross-liability or severability-of-interest clause where applicable.

Certificate of Insurance. Subcontractor shall, prior to providing any Services hereunder, provide NSI with a certificate of insurance evidencing the above insurance coverage and listing NSI as an additional insured on Subcontractor's General Liability Insurance policy. Such certificate shall also stipulate that Subcontractor or its insurer must provide NSI with thirty (30) days prior written notice of any cancellation or material modification in Subcontractor's insurance coverage listed above.

18.3 Notice. Any notice or other document or communication required or permitted hereunder to the parties hereto shall be deemed to have been duly given only if in writing and delivered by any of the following methods: (i) certified U.S. mail, return receipt requested, postage prepaid, to the address of the receiving party as set forth below or such other address as such party may dictate according to the notice provisions hereof; (ii) hand delivery to the person specified below or any other person so designated according to the notice provisions hereof; or (iii) facsimile directed to the person specified below at the facsimile number listed below, or such other person or facsimile number so designated according to the notice provisions hereof. Notices shall be deemed delivered when received by the party being notified.

If to Subcontractor, all notices shall be addressed and delivered to:

If to NSI, all notices shall be addressed and delivered to:

National Systems Consulting, L.P.
5945 Dallas Parkway Ste 100 Plano, TX USA
Attn: Hari Patro

19. Publicity. Without NSI’s express prior written consent, which it may provide in its sole discretion, Subcontractor shall not use NSI’s name or the name of any Affiliate of NSI, or any divisions or business units of any of them, or the name of any Customer, or the name of any product or service of any of any of the above referenced entities or their Affiliates, in connection with any marketing, advertising, or other publicity.

20. Severability. If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) shall be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) shall continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties; the parties shall replace the severed provision with the provision that will come closest to reflecting the intention of the parties underlying the severed provision but that will be valid, legal, and enforceable.

21. Third Party Rights Excluded. This Agreement is an agreement between the parties, and confers no rights upon any of the respective employees, agents, or contractors or any other person.

22. Time of essence. Time is of the essence in the performance of the obligations of Subcontractor hereunder.

23. Waivers: No purported waiver by any party of any default by any other party of any term or provision contained herein (whether by omission, delay or otherwise) shall be deemed to be a waiver of such term or provision unless the waiver is in writing and signed by the waiving party. No such waiver shall in any event be deemed a waiver of any subsequent default under the same or any other term or provision contained herein.

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed and delivered by their respective, duly authorized representatives.

National Systems Consulting, L.P.:

Name: _____

By: Hari Patro

By: _____

Its: President

Its: _____

Signature _____

Signature _____

Dated: _____

Dated: _____