



# Master Service Agreement

THIS ALLISON ROYCE & ASSOCIATES, INC. MASTER SERVICE AGREEMENT No.: \_\_\_\_\_ between Allison Royce & Associates, Inc. ("AR&A, Inc.") and \* \_\_\_\_\_ (the "Client") is made as of the \* \_\_\_\_\_ day of \* \_\_\_\_\_, 200 \* \_\_\_\_\_, (the "Effective Date") and shall govern all products and services provided by AR&A, Inc. to Client (each a "Party" and jointly, the "Parties"). In exchange for payment by Client of the charges and any applicable taxes arising under this AR&A, Inc. Master Service Agreement, AR&A, Inc. agrees to provide the services described In the one or more attached Service Activation Forms and any additional order form, exhibits or addenda Incorporated Into this AR&A, Inc. Master Service Agreement and executed by the Parties, on the terms and conditions contained herein. This Master Service Agreement supercedes, replaces and nullifies in its entirety any other previous Master Service Agreement.

IN CONSIDERATION of the premises and mutual agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. DEFINITIONS

1.1 "Master Service Agreement" means this AR&A, Inc. Service Agreement, any exhibits, attachments and addenda attached hereto and any Service Activation Form(s) or other order documents referencing this Agreement and signed by both Parties. This Master Service Agreement outlines the contract for conducting business between the parties identified in this agreement.

1.2 "Content" means the materials, information and services contained, displayed linked, framed by, downloaded or accessed by or through a web site and links contained within such web site, including but not limited to (a) text, graphics, art, photographs, advertisements, other audio or visual assets and links to or frames of other web sites, (b) the contents of any bulletin boards, chat forums or other communications service (c) any service provided by or through the web site, (d) any materials and information, that are made available or displayed on or through the web site by means of links to or framing of other web sites and (e) all updates, upgrades, modifications and other versions of any of the foregoing, including but not limited to modifications made and information provided by users of the web site.

1.3 "Intellectual Property Rights" means any and all now known or hereafter known tangible or intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, other such property rights, (e) all other intellectual property rights (of every kind and nature throughout the universe and however designated) (including logos and rights to remuneration), whether arising by operation of law, contract, license, or otherwise and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

1.4 "Scheduled Maintenance" means the backing up, upgrading and/or general repairs to the system as needed. As a result, AR&A, Inc. does not guarantee continuous or uninterrupted service during periods of system repairs, upgrades and reconfigurations and reserves the right from time to time to temporarily reduce or suspend service without notice.

1.5 "Service Activation Form" means AR&A, Inc.'s standard form for ordering Services, substantially in the form attached as Exhibit A to this Agreement. that specifies services or additional services to be provided by AR&A, Inc. to the Client, which may include but not limited to installation, activation, operation, provision and maintenance of high-speed Internet access, program application design and or computer

programming services, hosting and other Internet related services, and is executed or entered into in connection with this Agreement.

1.6 "Services" means work performed by AR&A, Inc. for Client pursuant to a Service Activation Form(s). The schedule for performance of Services will be agreed upon by Parties, and subject to availability. Non-development services shall include but not be limited to: Internet access, Internet site and or application hosting and or other Internet service delivery systems. Development services shall include but not be limited to: Internet site and or application design, Internet site and or application development, Internet site and or application maintenance and or other data processing application programming and or maintenance services.

1.7 "User Content" means all text, pictures, sound, graphics, video and other data provided by Web site users.

1.8 "Web Site" means the Content made available on pages at an Internet domain name.

1.9 "Initial Term" means the initial period of service delivery whereas continuous services shall be delivered to or performed for the Client as defined in "Services". Each Service Activation Form(s) may bear separate Initial Terms as indicated in each Service Activation Form(s).

### 2. COPYRIGHT

2.1 Unless otherwise and expressly agreed to by both Parties in writing all concepts regarding such information developed by the Client (electronic, typewritten or printed) shall remain copyrighted by the Client. All concepts regarding such information developed for the Client (electronic, typewritten or printed) by AR&A, Inc. shall remain copyrighted by AR&A, Inc. and licensed exclusively to the Client.

2.2 "COPYRIGHTED MATERIAL" means copyrighted material may not be placed on the Service without the permission of the owner or person they specifically authorize. Unless otherwise and expressly agreed to by Client and AR&A, Inc., only the owner or such authorized person may submit copyrighted material to AR&A, Inc. Unless otherwise stated, the Client understands that proprietary applications and services developed by AR&A, Inc. and offered as services to the Client are NOT considered "portable" and shall remain property of AR&A, Inc. The Client shall relieve AR&A, Inc. of any and all legal litigation that should arise from dispute in the development of, usage of, or display of Client presentation information or information contained within the system for the purpose and benefit or on behalf of the Client. AR&A, Inc. will not use or place copyrighted material other than such copyrighted material explicitly authorized for use by the

Client in the Clients presentation information or information contained within the system for the client. Client shall not be liable for AR&A, Inc.'s breach of the foregoing.

### 3. SERVICES

#### 3.1 ORDERS

Client shall place orders for Services with AR&A, Inc. by submission of each order to AR&A, Inc. on a Service Activation Form. Each order will be binding on both Parties only when signed by authorized representatives of each Party and upon AR&A, Inc. completion of a credit review of Client and approval of Client's credit. Each Service Activation Form shall specify the Services to be provided and applicable fees and Client agrees to pay such fees or other amounts to AR&A, Inc. Each Service Activation Form or other attachment shall reference this Agreement and shall be incorporated into and governed by the terms of this Agreement. Whenever any term in any Service Activation Form conflicts with the terms set forth in this agreement, the terms of the Service Activation Form shall prevail and control.

#### 3.2 Services Provided

Subject to the terms and conditions set forth in this Agreement, AR&A, Inc. will perform the Services described in each Service Activation Form. AR&A, Inc. retains ownership of any portion of AR&A, Inc. developed tools or products that are used in or form a part of computer programs or documentation resulting from a particular service provided. AR&A, Inc. reserves the right to market to other clients the skills, designs, processes, procedures, formulas, trade secrets and ideas developed by AR&A, Inc. or co-developed with Client in associations with the Services provided under this Agreement.

#### 3.3 Access

AR&A, Inc. shall provide continual access to the Client's information via the Internet and Public Switched Telephone Network or other means as available contained with AR&A, Inc.'s information system(s). Access to the Internet shall not be limited to Internet, PCS, Cellular or any other form of public access network infrastructure. Client information shall consist of, but not be limited to Client and or AR&A, Inc. Content. Client shall have continual 24/7 service except during scheduled maintenance.

#### 3.4 Commencement of Service Delivery

**3.4.1** Commencement of Service delivery, defined as the provisioning and initial implementation of Services to be delivered, shall begin on the date or dates agreed to by the Parties; *provided that* AR&A, Inc. has approved Client's credit and has in its possession all necessary information to carry out the provisioning and initial implementation of the proposed Services. Any delays in service delivery caused by the Client shall not impede billing for services as described in the Service Activation Form(s).

**3.4.2** One or more dates for the commencement of Service delivery may be issued at AR&A, Inc.'s discretion, based upon available resources.

#### 3.5 Credit Review

Notwithstanding anything to the contrary contained herein, the provision of Services is contingent upon the continuing credit approval of Client by AR&A, Inc. and compliance with AR&A, Inc. then current credit policy.

### 4. FEES AND PAYMENT

#### 4.1 Fees for Services

Unless otherwise expressly specified in the applicable Service Activation Form, Services shall be provided on a time and material ("T&M") basis at AR&A, Inc.'s T&M rates in effect when the Services are performed. If a dollar limit is stated in the applicable Service Activation Form the limit shall be deemed an agreed rate for both Client's budgeting and AR&A, Inc.'s compensation purposes; after the limit is reached, AR&A, Inc. will continue to provide the Services on a T&M basis, if a Service Activation Form for continuation of the Services is signed by the Parties. Client agrees to pay all amounts listed on each Service Activation Form attached hereto and designated as **Exhibit A** and detailed on any subsequent Service Activation Form.

### Complete all fields marked \*

Client shall remain responsible for paying all outstanding amounts under such documents, including any applicable termination fee through the date of such termination or expiration. Client explicitly gives AR&A, Inc. the right to withhold and withhold for sale any and all tangible and intangible property of the Client currently in possession or under control of AR&A, Inc. for the purposes of satisfying any and all outstanding debts including any administration fees and or reasonable attorney's fees due to AR&A, Inc. as a result of Clients breach of agreement and or breach of contract for services provided to the Client in the Service Activation Form(s).

#### 4.2 Developmental Services

**4.2.1** Developmental services include the creation of program code without limitation to the Internet related technologies. Client is made aware that AR&A, Inc.'s time is valuable and that Client will be billed for any and all resources that AR&A, Inc. expends on said projects as requested by Client. Billable time and expenses including long distance telephone communications, facsimiles, courier services, reproduction services, consulting services, researching technical questions, composing and reading email pertinent to the project, conversing on the telephone with Client or any other entity as they relate to Clients project and any other direct or indirect expenses incurred on behalf of the Client expensed above and beyond actual development shall be billed as additional expenses in addition to the Service Activation Form(s). AR&A, Inc. agrees to be diligent and to attempt to perform said functions as efficiently as possible at all times throughout the duration of project.

**4.2.2** Development services that require the availability of specific Client material(s) and/or information as outlined in the Service Activation Form(s) shall be promptly submitted to AR&A, Inc. for purposes of completing said project(s). If Client delays the development project completion date by failing to provide AR&A, Inc. with the requested material(s) and/or information within five (5) business of such request, AR&A, Inc. reserves the right to bill Client for the balance due of the development services, notwithstanding the final completion of the project, as identified in the Service Activation Form(s) and deem the development phase of the project complete upon which time the non development services shall commence, if any, as outlined in the Service Activation Form(s).

**4.2.3** This agreement is not a license for the Client to sell or offer for sale goods or services under a trademark or service mark of AR&A, Inc. Additionally, all use of the AR&A, Inc. network and any other Marks, which are the property of AR&A, Inc. shall be for the benefit of AR&A, Inc. Any inventions developed by a Party during the term of this Agreement shall be the property of that Party. AR&A, Inc. shall have the sole right, but not the obligation, to pursue patents on inventions jointly developed by the Parties, and AR&A, Inc. shall, to the extent legally required, list the Client as a joint owner of such patents.

#### 4.3 Invoicing and Payment

**4.3.1** Client understands and agrees that non-development services are billed one billing cycle in advance for clients that receive a physical invoice and at the beginning of the service delivery period for clients that utilize the automated credit card debiting system. Client agrees to submit to AR&A, Inc. payment for billable services according to the terms indicated on each Service Activation Form. Payment received after indicated due dates are subject to the maximum allowable applicable finance charges. If Client is using the automated credit card debiting system, Client agrees to maintain true, current and accurate credit card billing information with AR&A, Inc. during the period of service delivery for credit card billing. Failure to do so will subject the payment due to the maximum allowable applicable finance charges. Client understands that account services and project completion are subject to suspension if invoices are not paid according to the terms indicated on each invoice or within five (5) business days after the initial automated debit of the Clients credit card. Measured services shall be billed to Client in the month following the provision of such services or facilities. If AR&A, Inc. has not received payment from Client by the due date indicated, AR&A, Inc. will notify Client of nonpayment. If AR&A, Inc. does not receive payment, after Client is contacted, within 48 hours AR&A, Inc.'s automated accounts

receivable system shall automatically suspend the services and/or facilities provided hereunder.

**4.3.2** Any Invoice remaining unpaid for more than thirty (30) days from the date of the applicable invoice shall be subject to interest at a rate of the lesser of one and one half (1.5%) percent per month or the highest rate allowed by law.

**4.3.3** Client agrees and understands that account initiation, also known as "Set-up" or "Non-recurring" Fees or Charges are expressly non-refundable and are considered payment for services rendered upon receipt of signed Service Activation Form(s).

**4.3.4** If Client disputes any portion of an invoice, Client shall, within fifteen (15) days of date of invoice, notify AR&A, Inc. in writing detailing the charges in dispute and the reason for such dispute. If Client does not report a dispute within fifteen (15) days of the date of invoice, Client shall have waived its right to dispute any charges on such invoice. Any portion of the invoice not in dispute shall be due and payable according to the terms herein. Each party shall use its reasonable best efforts to resolve such dispute within thirty (30) days. If the dispute is resolved in favor of AR&A, Inc., Client shall pay the disputed amount immediately and any administrative and or reasonable attorney fees, as required, to resolve the disputed amount. Any disputed amount resolved in favor of Client shall be credited to Client's account.

**5. TERMS AND TERMINATION**

**5.1 Terms, Termination and Breach of Agreement**

The minimum term of this Agreement shall commence on its Effective Date and shall remain in effect for the time period specified in each Service Activation Form (the "Initial Term") and shall automatically renew for like periods unless notice is given by either Party at least sixty (60) days before the end of the Initial Term or subsequent like periods. Subsequent Service Activation Forms properly executed and delivered after the initial Service Activation Form shall automatically renew for like periods as indicated in each respective Service Activation Form and shall be subject to this Agreement independently of any other Service Activation Form. Each and every Service Activation Form is subject to the terms of said referenced Master Services Agreement or superceded Master Services Agreement.

**5.2 Early Termination**

Upon any termination of this Agreement, any Service Activation Form for any reason prior to the end of the Initial Term or any renewal term (other than by AR&A, Inc. without cause or by Client with cause), Client shall pay to AR&A, Inc. a "termination fee" equal to the sum of (i) the service fees that would have been payable by Client through the end of the current renewal term and (ii) the amount of any charges for customer premises equipment installed by AR&A, Inc. for Client in connection with the Services, including, but not limited to all installation and non-recurring charges, that were waived and or discounted at the time this Agreement was entered into by the Parties based on the length of the term or other considerations taken into account by AR&A, Inc. in connection with its execution of this Agreement and (iii) the costs, administrative fees, reasonable attorney fees and or other collection fees as required to satisfy the financial obligation of the Client as defined in this Master Service Agreement including any and all Service Activation Forms, exhibits, attachments and addenda attached hereto.

**6. ACCOUNT USAGE**

Unless otherwise expressly specified in the applicable Service Activation Form(s), all dialup accounts are single user accounts. Client agrees not to access AR&A, Inc.'s dialup service simultaneously from multiple locations with identical User ID and Password, but may access the Service from any location within the Client's control. Client is responsible for and must provide all telephone and other equipment and services necessary to access the dialup Service not explicitly provided by AR&A, Inc. Multiple members of an organization may share a single dialup User ID. However, only one person is authorized to access the dialup Service at any given time with a single use dialup User ID. Client understands that certain security risks are assumed in

doing such and agrees to indemnify and hold harmless AR&A, Inc. against any and all liability for any and all use of Client's account. Client agrees not to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

**7. TECHNICAL SUPPORT**

AR&A, Inc. can provide technical support related to problems that arise regarding the access and usage of AR&A, Inc.'s services during the term of the agreement or subsequent renewal term(s) provided that Client provides a reasonably knowledgeable technical point of contact in which to resolve technical issues which is familiar with Clients computing environment. AR&A, Inc. will provide at no charge the User ID(s), Password(s), initial configuration settings of communications software and or hardware required to access and use the services provided by AR&A, Inc. as identified in the executed Service Activation Form(s). AR&A, Inc. may provide additional telephone technical support or technical consultation at the then current rates as identified in an executed Service Activation Form. On-site technical support and or technical consultation is also available at the then current rates.

**8. ACCOUNT SECURITY/CONFIDENTIALITY**

**8.1** Although AR&A, Inc. takes all necessary steps to provide security for our clients, security is equally the responsibility of the Client. Maintaining a secure password for each account and practicing then current security procedures will help ensure Client security and provide account protection. AR&A, Inc. will cooperate with local, state and federal law enforcement agencies in the event of an investigation into suspicious or criminal activity involving Client(s) of AR&A, Inc. Violations of AR&A, Inc.'s Acceptable Use Policy shall serve as grounds for indefinite suspension of Clients account NOT withstanding any and all monies owed to AR&A, Inc. for services identified in the Service Activation Form(s) for the remaining term of the agreement.

**8.2** By virtue of this Agreement, the Parties may have access to information that is confidential or proprietary to one another. Accordingly, this Agreement and all materials, data, information and documents that are disclosed by one Party to the other in fulfilling the obligations and intent of this Agreement, are and shall be considered confidential information. Access to nonpublic information is limited to those employees on a need to know basis only.

**9. ACCEPTABLE USE POLICY**

**9.1** This Acceptable Use Policy specifies the actions prohibited by AR&A, Inc. to users of the AR&A, Inc. Network and Services. AR&A, Inc. reserves the right to modify the Policy at any time, effective immediately upon posting of the modified Policy to the AR&A, Inc. Web site. THIS RIGHT IS NOT WITHSTANDING ANY OTHER AGREEMENT WRITTEN OR OTHERWISE AND SHALL NOT BE SUPERCEDED BY ANY INSTRUMENT WRITTEN OR OTHERWISE. It is the interest of AR&A, Inc. to discourage unlawful and or malicious acts through the use of the Services.

**9.2** Illegal use - The AR&A, Inc. Network and Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

**9.3** System and Network Security - Violations of system or network security are prohibited, and may result in criminal and civil liability. AR&A, Inc. will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

**9.3.1** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

**9.3.2** Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

**9.3.3** Interference with service to any user, host or network including, without limitation, mail-bombing, disregarding, flooding, deliberate attempts to overload a system and broadcast attacks.

**9.3.4** The forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

**9.3.5** Email - Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.

**9.3.6** Usenet - Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN AR&A, Inc. CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

Complaints regarding Illegal Use, System or Network Security issues, email abuse, USENET abuse or SPAM should be sent to the AR&A, Inc. abuse point of contact via the AR&A, Inc. Web site. AR&A, Inc. also disclaims liability for any such material the Client may encounter on the Internet.

**10. GENERAL TERMS**

**10.1 Relationship Between the Parties**

The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation for its employees as well as general liability insurance.

**10.2 Governing Law / Jurisdiction**

This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the law of the State of Texas, without regard to such jurisdiction's conflicts of laws requirements, and shall be deemed to be executed in San Antonio, Texas, USA. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in Bexar County, Texas. AR&A, Inc. and Client agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

**10.3 Notice**

All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, to the applicable address listed in the relevant signature block below. Either Party may change its address for notices by providing notice to the other Party pursuant to the procedures in this section.

**10.4 Facsimile and Electronic Documents as Originals**

To expedite order processing, Client agrees that AR&A, Inc. may treat documents transmitted by fax or electronic mail by Client to AR&A, Inc. as original documents; nevertheless, either Party may require the other to exchange original signed documents.

**10.5 Severability**

If any provision of this Agreement or the application thereof, is held to be invalid, unenforceable or superceded by a specific instrument in writing, the remaining provisions of this Agreement will remain in full force, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as to best effect the intent of the Parties hereto.

**10.6 Force Majeure**

If either Party is unable to perform any of its obligations under this agreement because of events beyond its reasonable control, including, but not limited to, natural disasters, actions or decrees of governmental bodies not the fault of the affected Party, strikes, riots, wars, fire or flood, such Party will be excused from performance under this Agreement for any period and to the extent that it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of such events.

**10.7 Survival of Obligations**

The rights and obligations of the Parties, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive such termination expiration.

**10.8 Interpretation**

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either Party. Any time the word "including" is used and followed by an example, such term shall be deemed to mean "including, without limitation." The Parties agree that this Agreement has been negotiated by the Parties in arm's length negotiations, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, and agree to the particular provisions hereof. The titles and headings in this Agreement are for reference purposes only and shall not limit the construction of this Agreement.

**11.0 Indemnification**

Each Party shall indemnify, hold harmless and defend the other Party, its directors, officers, agents, employees and/or representatives from and against any and all claims, demands, causes of action, losses, damages, expenses or liabilities, penalties, proceedings, or suits, including reasonable attorney's fees and court costs, imposed upon either party by reason of personal injury or death or loss of or damage to personal property, as a result of an intentional or negligent act or omission on the part of the indemnifying party any of its subcontractors, directors, officers, agents, employees and /or representatives in connection with the performance of any obligations arising under this Agreement or any facilities connected therewith, except to the extent such cause of action, loss, expense or liability is caused solely by the gross negligence or willful misconduct of the indemnified party. In the event a cause of action arises from the negligence of both Parties, the relative burden of the cause of action shall be attributed between the parties in accordance with the principals of comparative negligence.



# Exhibit A - CISV Service Activation Form

**THIS EXHIBIT A IS ATTACHED TO AND MADE A PART OF THAT CERTAIN ALLISON ROYCE & ASSOCIATES, INC. MASTER SERVICE AGREEMENT No.:** \_\_\_\_\_ . Capitalized terms used and not defined herein shall have the meaning set forth for such terms in the Agreement.

1. Client agrees to pay AR&A, Inc. for both recurring and non recurring charges listed below as well as any additional fees associated with the installation or delivery of all Service Billing Codes included in this Service Activation Form and incorporated herein by reference or any Service Activation Form and agreed upon in writing by both the Client and an AR&A, Inc. authorized representative. Client authorizes AR&A, Inc. to debit Clients credit card(s) by using the Client supplied credit card information below for all recurring and non-recurring charges in association with the services AR&A, Inc. provides to Client. Client agrees to pay the amounts due AR&A, Inc. for the products and or services delivered to the Client according to card issuer agreement.

2. CISV information

*Registered CISV Business Name:	*Registered CISV Vendor number
*Registered CISV street address	*Registered CISV City, State, Zip
*Registered CISV telephone	*Registered CISV fax
*Existing company web site:	*Email address for CISV contacts:
*Desired management username (Max 15 characters, no spaces)	*Desired management password (Max 15 characters, no spaces)

3. Services, Products and Pricing:

Quantity	Service Billing Code	Description	Installation/Setup Charges \$	Monthly Recurring Charges \$
1	QISV1	CISV hosting services, Hosting fee includes up to 2,000 catalog items. Additional catalog space is \$25/mth/2,000 items.	250.00	25.00

Combined Monthly Recurring Charges \$: 25.00  
 Sales and Use Tax \$: 2.03  
 TOTAL Monthly Recurring Charges \$: 27.03

Combined Installation/Set up Charges \$: 250.00  
 Sales and Use Tax \$: 20.33  
 TOTAL Non-Recurring Charges \$: 270.33

Term Length: 12 months  
 Deposit Required \$: 0.00  
 Balance Due \$: One time non-recurring setup charge of 270.33 and 27.03 per month for remaining months

4. Payment information:

*Credit Card Type (check one) Visa: _____ MasterCard: _____ American Express: _____ Discover: _____	*Card Number: _____ *Expiration Date: _____ *Name on Card: _____ *Billing address of Card: _____ *Billing City, State, Zip of Card: _____
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**Complete all fields marked \***

Unless noted, the above fees do not include any applicable taxes or rush charges, and are limited to those services described herein. Pricing is based on certain product/service information and materials being made available to AR&A, Inc. for the purpose of completing this project. Requested material will be returned upon request upon completion of this project. A Confirmed Installation Date will be provided once your order is accepted and processed by AR&A, Inc. operations, It is **estimated** that your order will be complete within   10   business days after confirmed receipt of this Service Activation Form to AR&A, Inc. Completion is contingent upon service availability, Requested Service Dates are not binding on AR&A, Inc. and are subject to change.

Client acknowledges and agrees that any additional time required beyond the scope of work contained herein, including but not limited to client meetings, answering email or account maintenance shall be billed to the Client at the then current rates.

**IN WITNESS WHEREOF**, the Parties have caused this Allison Royce & Associates, Inc Master Service Agreement and Exhibit A - CISV Service Activation Form to be duly executed and delivered as of the later date set forth below and thereby acknowledging and agreeing to be bound by the terms and conditions as set forth in the specific Agreement referenced herein.

**Client:**

**Allison Royce & Associates, Inc.**

\* Full Legal Name of Client: \_\_\_\_\_

Authorized Signature: BY: \_\_\_\_\_

\* Authorized Signature: BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\* Title: \_\_\_\_\_

Address: 70 N.E. Loop 410, Suite 760

\* Address: \_\_\_\_\_

San Antonio, TX 78216

Telephone: 210-564-7000

\* Telephone: \_\_\_\_\_

Facsimile: 210-564-7001

\* Facsimile: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* Date Signed: \_\_\_\_\_