

## SCHEDULE MASTER SERVICE AGREEMENT

This Agreement is made and entered into between Time Sync, Inc., a Nevada corporation, 202 N. Carson St. Suite 100, Carson City, NV 89703, (hereinafter "TSI"), the owner and operator of the SCHEDULE MASTER™ automated resource scheduling system, and the various customers who utilize our services (hereinafter "Customer"), subject to the following terms and conditions:

1. Purpose of the Agreement. The purpose of this Agreement is to state the terms and conditions under which TSI shall furnish to Customer automated resource scheduling services, by and through the SCHEDULE MASTER™ automated resource scheduling system.

2. Fees. The Customer agrees to pay TSI, in advance, a monthly fee and, in arrears, the service charges, all as more specifically set forth in the initial quote, as compensation for providing automated scheduling service to the Customer. The fee will be adjusted when the number of resources or active users changes or when the level of service changes. Customer agrees that the monthly fee, paid in advance, and the service charges, paid in arrears, may be paid by check, money order, echeck or charged against a credit card of Customer's choice which is acceptable to TSI, and Customer hereby authorizes TSI to charge Customer's credit card in the amount of the foregoing monthly fee and service charges on the fifteenth of each calendar month for service provided during the next calendar month. Customer shall provide TSI with the credit card or echeck information and authorization through TSI's online system, for TSI's use in charging the fees and other charges provided for in this paragraph.

3. Termination of this Agreement. Customer may terminate this Agreement upon providing TSI thirty (30) days written notice of Customer's intent to terminate this agreement. TSI may terminate this Agreement upon thirty (30) days written notice to Customer of TSI's intent to terminate this Agreement, except that TSI may terminate this Agreement, and the service hereby provided to the Customer, immediately if the Customer fails to pay the fees and charges provided for in paragraph 2 by the first of each month. The 30 day advance notice is waived for the 30-day trial period. If the customer cancels service anytime before the end of the 30 days, no fee will be due.

4. Limitation of Liability; and Disclaimers. TSI's aggregate liability arising out of any act or omission of TSI under this Agreement shall be limited to one month's fee and the current month's service charges accruing under this Agreement. IN NO EVENT SHALL TSI BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, EVEN IF TSI HAS BEEN ADVISED OF THE POSSIBILITY THEREFOR. TSI MAKES NO WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

5. Choice of Law; Indemnity; Attorneys' Fees. This agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit. Customer shall indemnify and hold TSI, its officers, directors, employees, and agents harmless for any and all claims arising out of, or related to, Customer's use and/or operation of the scheduled resource, including, but not limited to, reasonable attorneys' fees and disbursements. If this Agreement gives rise to a lawsuit, the prevailing party shall be entitled to recover its attorney's fees and costs.

/S/ Time Sync, Inc.