



## COMPUTER SERVICES AGREEMENT

This COMPUTER SERVICES AGREEMENT ( "Agreement") is made and entered into effective as of the 1 day of January, 2008 (the "Effective Date"), by and between 3T Productions, Inc., a Texas corporation ("Contractor"), and "YOU" THE VIEWING PARTY ("Customer").

**WHEREAS**, Contractor is in the business of providing software services and other computer related services (the "Services"); and

**WHEREAS**, Customer desires to retain Contractor to provide the Services as an independent contractor of Customer; and

**WHEREAS**, Contractor and Customer desire to enter into this Agreement with respect to the terms under which Contractor shall provide Services to Customer and the payment of Contractor for the Services to be provided.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**1. Duties; Independent Contractor Status.** While this Agreement is in effect, Contractor shall perform the Services described on Exhibit A attached hereto and incorporated herein by reference.

Neither Contractor nor Customer shall contract any liability or obligation on behalf of the other or enter into any agreement for or on behalf of the other, and any such obligation or agreement made without the prior written consent of the other shall be void and unenforceable.

Customer and Contractor shall each be solely responsible for its own acts and omissions under this Agreement; accordingly, all Services rendered by Contractor for Customer shall be rendered in its capacity as an independent contractor. Further, Customer and Contractor agree that Contractor is an independent contractor for all purposes under this Agreement and shall in no way be considered to be an agent of Customer. Customer shall not exercise control or direction over the manner or method by which Contractor performs any Services that are the subject of this Agreement.

Notwithstanding anything to the contrary contained herein, Contractor shall be considered to be an independent contractor for purposes of all federal and state taxes, and Contractor shall be responsible for payment of all taxes on amounts received pursuant to this Agreement. Contractor shall be responsible for expenses incurred in connection with Contractor's provision of Services, except as expressly provided elsewhere in this Agreement.

**2. Termination.** This Agreement shall commence on the date hereof and shall continue until terminated by either party by written notice delivered to the other party. Upon any termination of this Agreement, Contractor shall be entitled to the prompt payment for all Services provided pursuant to this Agreement through the date of termination.

3. **Compensation of Contractor** . (a) As compensation for the Services rendered by Contractor pursuant to this Agreement, Customer shall pay to Contractor, promptly after the receipt of each invoice from Contractor, a fee for the Services provided during the previous billing period, plus any additional charges reflected on the invoice (such as for equipment and/or software purchased by Contractor for the benefit of Customer or additional services requested by Customer). All such charges not paid to Contractor within 30 days following the date of an invoice shall bear interest at the lesser of an annual rate of 18% or the maximum rate allowed by law. In the event of a failure by Customer to make timely payment for any equipment delivered or installed by Contractor, Contractor shall have the right, without further notice to Customer, to remove such equipment from the premises of Customer and to dispose of such equipment in any manner deemed reasonable by Contractor, but such removal and disposal shall not affect the obligation of Customer to pay the full amount due with respect to such equipment.

(b) To assure prompt payment of compensation due or to become due to Contractor pursuant to this Agreement, Customer has

☐ made other arrangements satisfactory to Contractor with regard to prompt payment of all invoices. (Net 15 days)

(c) Please see EXHIBIT B for Contractor's current pricing schedule.

4. **Premises, Equipment and Personnel**. Contractor shall provide at its expense the necessary personnel and equipment to perform the Services. Customer shall provide Contractor's personnel adequate space on its premises to perform any Services to be provided hereunder.

5. **Responsibility for Licenses, etc.** In order to provide the Services contemplated by this Agreement, Contractor will be authorized and directed by Customer to install, modify and/or manipulate software on Customer's computer system(s), including software already installed on Customer's computers or otherwise in Customer's possession. **Customer acknowledges that it has the sole legal responsibility for the ownership and/or rights to license and use all software used in its business. Customer represents and warrants to Contractor that Customer has (and, for so long as this Agreement is in effect, will continue to have) valid licenses or other legal rights to use all of such software, without violating or infringing on the intellectual property rights of any other person or entity, and Customer agrees to indemnify and hold Contractor harmless for any unauthorized installation or use of software on Customer's system(s).**

6. **Confidentiality**. Each of Customer and Contractor agrees to maintain confidentiality concerning the other's proprietary and confidential information ("Confidential Information"). For purposes of this Agreement, Confidential Information means information in whatever form furnished by or on behalf of either party and designated as confidential by the furnishing party, including but not limited to business, strategic planning, financial, technical, trade secrets or other proprietary information, written or oral, acquired, shared, developed or provided under this Agreement. Confidential Information does not include information which is not designated confidential by the furnishing party or which the party receiving such information can demonstrate (i) is generally available to or known other than as a result of disclosure by such

party, or (ii) was obtained by the party receiving such information from a source other than the party furnishing such information, provided that such source is not bound by a duty of confidentiality. Each party agrees not to use, disclose, distribute or allow access to such Confidential Information by any other person or organization, other than those who have a need to know of the information in order to perform their obligations under this Agreement. Nothing contained herein shall prevent either party from disclosing any Confidential Information of the other party to: (i) regulatory agencies, provided, however, that all reasonable steps are taken to maintain the confidentiality of such Confidential Information; (ii) accountants, banks, or another financing sources (or their advisors) or in connection with a merger, acquisition or securities offering; or (iii) third parties as required by law or regulation to be disclosed; provided, however, that the party subject to such disclosure requirement shall provide written notice to the other party promptly upon receiving notice of such requirement in order to enable the other party to seek a protective order or otherwise prevent disclosure of the other party's Confidential Information.

**7. Representations, Warranties and Disclaimers.** (a) Each party represents and warrants to the other that (i) it has power and authority to enter into this Agreement, (ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary corporate or other action and do not violate any provision of its certificate or articles of incorporation, bylaws or other governing documents or any agreement by which it is bound, and (iii) this Agreement is a valid, legally binding obligation of such party, enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally.

(b) Contractor warrants that it will perform the Services in a professional and workmanlike manner. Except as expressly stated in this Agreement, there are no warranties, express or implied, by operation of law or otherwise. Contractor disclaims the implied warranties of merchantability and fitness for a particular purpose.

(c) Contractor shall not be liable for (i) any incidental, indirect, special, consequential or punitive damages, or (ii) any damages, loss, expenses, costs or other charges of any kind, except to the extent that the same are caused by the willful misconduct, gross negligence or negligence of Contractor.

**8. Notices.** All notices, demands, requests and other communications to be given under this Agreement by either party to the other shall be deemed to have been duly given in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

If to Customer:

“YOU” THE VIEWING PARTY

If to Contractor:

3T Productions, Inc.  
25 Highland Park Village  
Suite 302  
Dallas, Texas 75205

Either party may change its address for the receipt of such notices by delivering a written notice of its new address to the other party in accordance with this Section 8.

9. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed and enforced in accordance with the laws of the State of Texas.

10. **Parties Bound; Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of Customer and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder to any other person or entity without the prior written consent of the other party.

11. **Severability.** If, for any reason, any provision contained in this Agreement should be held invalid by a court of competent jurisdiction, then it is the intent of the parties that the remainder of this Agreement be enforced to the fullest extent permitted by applicable law.

12. **Waiver of Breach.** The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13. **Captions.** The captions in this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.

14. **Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he or it may be entitled.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

16. **Force Majeure.** Contractor shall be excused from performance hereunder for the period of time and to the extent that Contractor is prevented or delayed from performing any of the Services, in whole or in part as a result of delays caused by Customer, an act of God, war, civil disturbance or civil disobedience, court order, labor dispute, non-performance by a third party or other cause beyond the control of Contractor, including but not limited to failures or fluctuations in power, heat, light, air conditioning or telecommunications equipment, and any such non-performance shall not be a default or grounds for termination or other remedy under this Agreement.

17. **Entire Agreement.** This Agreement and the agreements contemplated hereby constitute the entire agreement of the parties regarding the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first above written.

**Customer:   “YOU” THE VIEWING PARTY**

**Contractor:  3T Productions, Inc.**

25 Highland Park Village  
Suite 302  
Dallas, Texas 75205  
972-509-0858

EXHIBIT A

DESCRIPTION OF SERVICES

On-site installation and training  
Consultation and advice on Network planning  
Installation and training of networks  
Cabling installations for networks and other data requirements  
PC Hardware repairs  
Complete office Phone system solutions  
System faultfinding for both hardware and software  
Virus detection, eradication and prevention  
Advice, supply, installation and training of tape backup devices  
Image scanning  
WEB hosting and e-mail services  
Internet connection (including hardware, software and training)  
Internet Web page authoring  
Upgrading of existing hardware  
Data transfer between computers  
Custom program/application creation using Delphi language  
Telephone support, both verbal and via modem  
Preventative maintenance of hardware  
Performance optimization of hardware and software  
Additional services may be added without notice

## EXHIBIT B

### PRICING OF SERVICES

#### **Travel Allowance**

\$20.00- Dallas County

\$50.00 surrounding areas

#### **Desktop Support (Windows 95, 98, XP, Vista)**

\$115.00 per hour, from 8:30AM-5:00PM Monday to Friday

\$175.50 per hour for after hour work.

One hour minimum charge on all services.

Additional hours will be billed in 15-minutes increments.

#### **Server Support (Windows NT 4.0, 2000, 2003, 2008)**

\$115.00 per hour, from 8:30AM-5:00PM Monday to Friday

\$175.50 per hour for after hour work.

One hour minimum charge on all services.

Additional hours will be billed in 15-minutes increments.

#### **Phone Support**

Basic support is FREE, from 8:30AM-5:00PM Monday to Friday

\* Simple question and answer.

\$45.00 per half hour Advanced Support, from 8:30AM-5:00PM Monday to Friday

\* Detailed problem resolution over the phone.

\$67.50 per half hour Advanced Support, after hours.

\* Detailed problem resolution over the phone.

#### **Dial-in Support**

\$45.00 Remote management 1/2 hour, from 8:30AM-5:00PM Monday to Friday

\$67.50 Remote management 1/2 hour, after hours.

Appointments that are canceled within 24 hours of the specified time may incur a charge.

Prices subject to change without notification – Please visit [3tpro.com](http://3tpro.com) for latest pricing