

MASTER SERVICES AGREEMENT

Cyber Advisors, LLC, Master Services Agreement

1.0 SERVICES.

1.1 Scope. Cyber Advisors, LLC will provide to Customer the services and equipment as mutually agreed upon from time to time by Cyber Advisors, LLC and Customer in a work order (each, an “*Order*”) (services described in each Order are collectively referred to as the “*Services*”).

1.2 Order Authorization and Modification. The Order(s) are to be signed by the Customer. Any deviation from or modification to an Order must be agreed to by the parties in writing. Other than those specifically stated, no other item or service is included in an Order. Any subsequent alteration or modification involving extra cost will become an extra charge over and above the estimate. In the event of any express conflict or inconsistency between the provisions of an Order and the provisions of this Agreement, the provisions of the Order will govern and control with respect to the interpretation of that Order; provided, however, that the provisions of the Order will be so construed as to give effect to the applicable provisions of this Agreement to the fullest extent possible.

1.3 Site Access. Customer shall provide or arrange for: (a) necessary floor plans and accessible equipment locations; (b) separate electric source, circuits and power at its own expense;(c) suitable space meeting operating environment requirements; (d) heat, air conditioning, light, and security;(e) reasonable access; and (f) where not otherwise provided in an Order, raceway, conduit, holes and wireways as invoiced to Customer.

2.0 NON-EXCLUSIVE ENGAGEMENT, NOTICE.

If non-Cyber Advisors, LLC technicians or service providers are engaged by Customer to perform services in connection with Cyber Advisors, LLC Services, Cyber Advisors, LLC will be notified immediately, and Cyber Advisors, LLC *shall not be liable* for any damages, claims or costs due to any services done directly or indirectly by non-Cyber Advisors, LLC technicians or service providers.

3.0 FEES AND BILLING.

3.1 Charges for Services. Customer will pay to Cyber Advisors, LLC the charges set forth in each Order. Payment on each Order shall be made to Cyber Advisors, LLC’s offices in Maple Grove, MN.

3.2 Taxes. Customer shall be solely responsible for any applicable local, state and federal taxes, including sales taxes, for all Services and/or equipment provided by Cyber Advisors, LLC pursuant to an Order, excluding only taxes based on the net income of Cyber Advisors, LLC. Tax exempt Customers must provide Cyber Advisors, LLC with proof of their exemption to avoid being charged for sales tax pursuant to an Order and as invoiced by Cyber Advisors, LLC to Customer.

3.3 After Hours and Holiday Rates. Work after 5 PM on a normal workday (Monday through Friday, excluding holidays) will be billed at one and one-half of the rates detailed in the Order(s). Work on weekends and holidays will be billed at one and one-half times the rates detailed in the Order(s).

3.4 Not A Fixed Fee Contract. Unless expressly set forth in an Order, charges for Services are based upon hourly billing rates and individually quoted equipment costs, and are not fixed fees.

3.5 Travel Time. Travel time for Cyber Advisors, LLC technicians in the Twin Cities metro will be billed at the current rate of \$45 per trip (this cost may change at any time). Travel outside the Twin Cities metro should be discussed with your Cyber Advisors, LLC sales representative. A minimum of one hour of service time (including the travel charge) will be billed for each onsite visit by each technician, with billing to accrue at fifteen-minute intervals thereafter.

3.6 Payment. Unless otherwise expressly provided in an Order with respect to the charges to be paid thereunder, Cyber Advisors, LLC will invoice Customer for charges on an ongoing basis in arrears, with each invoice setting forth the charges related to the previous service or equipment provided. Unless otherwise expressly provided in an Order, any

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amount due to Cyber Advisors, LLC under this Agreement and each Order shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within thirty (30) days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.8% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith within ten (10) days of the receipt of an invoice therefore will be deemed approved and accepted by Customer.

4.0 RESPONSIBILITY FOR THIRD PARTIES, SOFTWARE, HARDWARE

4.1 Third Party Services. Services may involve the efforts of various parties: software vendors, software developers, hardware providers, local and long-distance carriers, alarm installers, technicians, Customer's company personnel, and possibly others. Customer acknowledges and agrees that Cyber Advisors, LLC is not responsible for the software, hardware, products and services of other parties, or for delays beyond our control caused by these parties. Cyber Advisors, LLC will, however, work with Customer on a daily rate basis to attempt to resolve any problems caused by incompatibilities or failures of other parties' products or services. This includes, but is not limited to, any of Cyber Advisors, LLC's time required to research, test, evaluate, restore corrupted or erroneous data, or consult with outside technical support resources for problems caused by programming limitations or errors in software. Customer will be responsible for reimbursement to Cyber Advisors, LLC for the costs of multiple trips to the job site to complete work delayed by outside agencies.

4.2 Software. All software provided by Cyber Advisors, LLC to Customer is provided subject to the license agreement that is part of the package. Customer agrees that it will be bound by the license agreement once the package is opened or its seal is broken. Cyber Advisors, LLC does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

4.3 Hardware Title, Risk of Loss. Customer assumes the risk of loss and damage to hardware or any part from the date of its delivery to the Customer premises. So long as any part of the charges for the Order concerning the particular hardware is unpaid, Customer will maintain adequate insurance against fire, theft or other loss for the hardware's full insurable value, with Cyber Advisors, LLC as additionally insured. Risk of loss will not affect title to the hardware. Title passes on full payment of the invoice.

4.4 Cyber Advisors, LLC Products. Cyber Advisors, LLC continually upgrades and revises its products and service offerings to provide Cyber Advisors, LLC customers with new products and service offerings. Hardware manufacturers with whom Cyber Advisors, LLC may partner or from whom Cyber Advisors, LLC may buy products continually upgrade and revise their product offerings. Cyber Advisors, LLC may revise and discontinue products at any time without prior notice to customers. Cyber Advisors, LLC will install products that have the functionality and performance of the products ordered, but changes between what is installed and what is described in an Order are possible. The parts and assemblies used in building Cyber Advisors, LLC products are selected from new and equivalent-to-new parts and assemblies in accordance with industry practices. Spare parts may be new or reconditioned.

5.0 WARRANTIES

5.1 Representations. Cyber Advisors, LLC and Customer each represent and warrant that as of the Effective Date: (a) it is a corporation duly organized and validly existing and in good standing under the laws of its jurisdiction of formation and has the authority to carry on its business as now conducted; (b) it has the power, authority and legal rights to execute, deliver and perform its obligations under this Agreement; (c) the execution, delivery and performance of its obligations under this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action; and (d) neither the execution and delivery of this Agreement, the performance of any of its obligations hereunder, nor the consummation of any of the transactions contemplated herein will violate, conflict with or result in a breach of or default under any terms, conditions or provisions of (i) any existing law, rule or regulation to which it or its assets is subject, (ii) any judgment, order, writ, injunction, decree or award of any governmental authority which is applicable to it or its assets, (iii) any provision of its Certificate of Incorporation, Articles of Incorporation, By-Laws or other document of formation or governance to which it is a party or by which any of its assets are bound, or (iv) any mortgage, indenture, agreement,

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contract, commitment, lease, plan, authorization or other instrument, document or understanding, oral or written, to which it is a party.

5.2 General Warranty. Cyber Advisors, LLC warrants that its personnel has the training, expertise and capability to perform all services and shall perform the Services in a good and workmanlike manner in accordance with the applicable Order, without damage to the Premises, and will obtain necessary permits and licenses to install the Equipment. On relocation or removal of any or all of the Equipment, Cyber Advisors, LLC will not be responsible for restoring the premises to their original condition.

5.3 Network Integration Services Limited Warranty.

Cyber Advisors, LLC warrants its network integration and computer services for a period of 15 calendar days. Cyber Advisors, LLC will respond to requests to perform service for any significant malfunction of the hardware or service performed, within three (3) working days of receipt of notice from Customer requesting such service. Warranties for third party brand computer hardware will be as provided by the manufacturer. Software warranties will be as provided by manufacturer.

5.4 Exclusions, Exclusive Remedy. All warranties exclude repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electric current, fire, flood, wind, act of God or public enemy, or improper installation, repair or alteration by anyone other than Cyber Advisors, LLC, or Cyber Advisors, LLC may elect to perform repairs necessitated by any excluded cause at Customer's request at Cyber Advisors, LLC's then prevailing rates. This is Customer's sole and exclusive remedy and Cyber Advisors, LLC's liability in all events will cease and terminate at the expiration of the warranty period.

5.5 Customer's Warranties. Notwithstanding any contrary terms in any Order, if Customer requests that Cyber Advisors, LLC provide any Services with respect to any third-party software, Customer represents and warrants that it has the right to grant access to Cyber Advisors, LLC to perform such Services or has otherwise obtained all necessary consents, and agrees to indemnify, defend and hold Cyber Advisors, LLC harmless from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorneys' fees) asserted by a third party (including, without limitation, a licensor of that software) based on or arising out of alleged or actual infringement by Cyber Advisors, LLC of that third party's rights, but only to the extent that Cyber Advisors, LLC' work on that software was within the scope of an Order and this Agreement. Additionally, Customer represents and warrants that the information furnished by Customer to Cyber Advisors, LLC on which Cyber Advisors, LLC based the description of the Services and the charges to be paid by Customer therefore, as set forth in each Order, is accurate and complete in all material respects.

6.0 WARRANTY DISCLAIMERS

6.1 General. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CYBER ADVISORS, LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF, ANY SERVICE, SOFTWARE, OR OTHER MATERIALS PROVIDED UNDER ANY ORDER. CYBER ADVISORS, LLC DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT IT IS A SOPHISTICATED PARTY TO THIS AGREEMENT AND RECOGNIZES AND AGREES THAT THIS PROVISION IS AN INTEGRAL PART OF CYBER ADVISORS, LLC'S PRICING AND AN IMPORTANT FACTOR IN ITS WILLINGNESS TO PERFORM SERVICES HEREUNDER.

7.0 INDEMNITIES AND LIMITATION OF LIABILITY

7.1 Infringement Claims. Subject to the limitations set forth in Section 7.3, Cyber Advisors, LLC and Customer each agree to indemnify, defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software (other than, with respect to Cyber Advisors, LLC, third-party software provided by Cyber Advisors, LLC) or Confidential Information provided by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.

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7.2 Third Party Indemnification of Cyber Advisors, LLC and Customer. Both parties acknowledges that by entering into and performing its obligations under this Agreement and each Order, neither party will assume and should not be exposed to the business and operational risks associated with one another's business, and therefore agrees, subject to Section 7.3, to indemnify, defend and hold each other harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of the business, including, without limitation, the use of the Services.

7.3 Procedures. All indemnification obligations under this Section 7.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party's written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

7.4 Liability. EXCEPTING CYBER ADVISORS INC.'S INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, CYBER ADVISORS, LLC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. SUBJECT TO ITS INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, CYBER ADVISORS, LLC WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. EXCEPTING INDEMNIFICATION OBLIGATIONS AS SET FORTH ABOVE, CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, CYBER ADVISORS, LLC IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CYBER ADVISORS, LLC WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

8.0 TERM AND TERMINATION

8.1 Term. The terms of this Agreement shall be in effect upon the signing of an Order by Customer, whether or not this Agreement is specifically executed, and shall apply to and be extended by each subsequent Order stating the Services to be completed thereunder and signed by Customer and accepted by Cyber Advisors, LLC

8.2 Termination of Order. Any duly executed Order may be terminated by Cyber Advisors, LLC immediately upon written notice in the event customer fails to perform any of its obligations under, or materially breaches the terms of, the Order or this Agreement. In such event, Cyber Advisors, LLC shall have the right to terminate this Agreement and all other Orders forthwith.

8.3 Effect of Termination. Upon termination of an Order(s) (a) Customer shall promptly pay the greater of all amounts payable to Cyber Advisors, LLC for Services rendered, and out-of-pocket expenses incurred up to the date of termination; and (b) each party shall return or destroy, at the direction of the other party, all the other party's Confidential Information in its possession.

8.4 Collection Costs. Other party shall be liable for all costs of collection including reasonable attorney's fees incurred by the prevailing party to enforce its rights under this Agreement.

8.5 Repossession of Equipment. IN THE EVENT CUSTOMER FAILS TO PAY ANY SUMS WHEN DUE BEYOND 90 DAYS, CYBER ADVISORS, LLC IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY AND NOT IN LIMITATION THEREOF, MAY AT ITS OPTION ENTER CUSTOMER'S PREMISES WITH OR WITHOUT NOTICE AND TAKE POSSESSION OF AND REMOVE THE HARDWARE, AND EITHER (I)

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TERMINATE THIS AND ANY AGREEMENTS RETAINING ALL SUMS PAID, OR (II) DISPOSE OF THE EQUIPMENT FOR CUSTOMER'S ACCOUNT AT THE BEST PRICE OBTAINABLE AT PUBLIC OR PRIVATE SALE WITH CUSTOMER TO REMAIN LIABLE FOR ANY DEFICIENCY AS WELL AS ANY LEGAL FEES INCURRED BY CYBER ADVISORS, LLC

9.0 CONFIDENTIALITY

9.1 Scope of Obligation. In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

9.2 Exceptions. Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (c) is received by the receiving party from a third party without any restriction on confidentiality; (d) is independently developed by the receiving party or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing party.

9.3 Residual Rights. Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

9.4 Irreparable Harm. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

9.5 Survival of Obligation. The terms and provisions of this Section 9.0 shall survive any expiration or termination of this Agreement.

10.0 OWNERSHIP OF WORK PRODUCT

10.1 General. All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or

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other work product created by Cyber Advisors, LLC during the course of performing the Services shall belong exclusively to Cyber Advisors, LLC, and Customer shall have no right or interest therein. Unless this Agreement is terminated by Cyber Advisors, LLC for Customer's material breach or failure to make payments to Cyber Advisors, LLC, Cyber Advisors, LLC hereby grants to Customer a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Customer's internal business purposes, the object code form of any application software programs or other work product created by Cyber Advisors, LLC in performing the Services.

10.2 Development Tools. Notwithstanding anything to the contrary in this Agreement, Cyber Advisors, LLC will retain all right, title and interest in and to all software development tools, knowhow, methodologies, processes, technologies or algorithms used in providing the Services which are based on trade secrets or proprietary information of Cyber Advisors, LLC or are otherwise owned or licensed by Cyber Advisors, LLC. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Cyber Advisors, LLC or Customer to violate the proprietary rights of any third party in any software or otherwise.

10.3 Further Assurances. Cyber Advisors, LLC and Customer agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by this Section 10.0. The provisions of this Section 10.0 will survive the expiration or termination of this Agreement and each Order for any reason.

11.0 RIGHT TO ENGAGE IN OTHER ACTIVITIES. Customer acknowledges and agrees that nothing in this Agreement or any Order will impair Cyber Advisors, LLC's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Cyber Advisors, LLC similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement or any Order.

12.0 HIRING OF OTHER PARTY PERSONNEL For a period of one (1) year from the expiration or termination of each applicable Order, Customer and Cyber Advisors, LLC agree not to directly solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of Services under an Order unless Customer or Cyber Advisors, LLC, whichever the case may be, grants its consent in writing. Direct solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, trade publications, or other solicitations not directed at particular individuals. If this condition is breached, the breaching party agrees to compensate the other party with a sum equal to four (4) times the average monthly salary received by such individual during the last six (6) months which the individual was employed by the former party employer.

13.0 INDEPENDENT CONTRACTOR Cyber Advisors, LLC is an independent contractor. Neither Cyber Advisors, LLC nor Customer are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

14.0 ARBITRATION Except for collection actions for payment of charges and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by arbitration by a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, pursuant to an arbitration held in Minnesota, and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

15.0 ASSIGNMENT Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

16.0 GOVERNING LAW

This Agreement and each Order shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles. Customer hereby irrevocably consents to the jurisdiction of the state

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courts of the State of Minnesota and U.S. District Court for the Minneapolis/St. Paul District of Minnesota.

17.0 NOTICE OF SERVICE Service of all notices under this Agreement shall be sufficient if made by registered mail to the specific party involved herein at its respective address noted in the preamble to this Agreement.

18.0 ENTIRE AGREEMENT AND MODIFICATIONS Each party acknowledges that it has read this Agreement and the Orders attached thereto, and further agrees that the Agreement, and the Orders thereto are the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any customer request for proposal or the standard printed terms on any Customer purchase order. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. No modification, amendment, supplement to or waiver of an Order shall be binding upon the parties hereto unless such is made in accordance with the provisions of Section 1.0.

19.0 SEVERABILITY In the event any one or more of the provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

20.0 FORCE MAJEURE Cyber Advisors, LLC shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

21.0 AGREEMENT HEADINGS AND NUMBERING Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control. I agree to the terms of the Cyber Advisors, LLC Master Services Agreement set forth above. I understand and acknowledge that this Master Services Agreement is a blanket services agreement whose terms are applicable to each duly executed Order for Services, whether or not an executed copy is attached to the Order, and that it is not necessary to sign this Master Services Agreement each time an Order is executed in order for its terms to apply thereto.

Customer: _____

Signature: _____

Print Name: _____

Date: _____

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