



11554 W President Dr
 Boise, Idaho 83713
 208-375-7272
 Fax: 208-375-7229

Yes, please RENEW our company now!

3 Easy Steps to Support Solutions...

1. Select your HelpDesk Plan:

<input type="checkbox"/> Platinum \$1,500 USD 900 minutes \$1.66/Min	<input type="checkbox"/> Gold \$1,000 USD 500 minutes \$2.00/Min
<input type="checkbox"/> Silver \$500 USD 220 minutes \$2.25/Min	<p>Check One Box</p> <p><i>*Standard HelpDesk Rate is \$2.90/Min</i> <i>*Pre-Paid Minutes are Non-Refundable</i> <i>*Pre-Paid Minutes Do Not Expire Until Used</i></p>

* Onsite Consulting & Training during Implementation or by specific request are not applicable to **HelpDesk** Package. Custom Forms & Reports are not applicable to **HelpDesk** Package due to programming/code work involved.

2. Select your Preferred Method of Payment:

Credit Card (check one)	<input type="checkbox"/> AMEX	<input type="checkbox"/> VISA	<input type="checkbox"/> M/C
Card #:	Expiration date:		
Signature:	CVV:		
<input type="checkbox"/> Check: _____ (check #) (If remitting by check please send Attn: HelpDesk) <input type="checkbox"/> Terms: (Requires pre-approved credit terms established by LSI Systems, LLC)			

3. List your Contact Information:

Business Name:	Primary Authorized Contact Person:
Address:	Personnel Authorized to Access HelpDesk :
Phone:	1.
Fax:	2.
E-Mail:	3.
Authorized Signature:	4.
Date:	5.
	6.
	7.
	8.

BY SIGNING ABOVE, CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT ON REVERSE. THE PERSON WHO SIGNS ABOVE ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND ACKNOWLEDGES THAT HE OR SHE HAS RECEIVED, READ AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS AGREEMENT. *This Agreement is effective as of the paid Date and signed by a duly authorized representative of LSI Systems, LLC. Pre-paid Minutes Do Not Expire and Are Not Refundable.*

FAX BACK TO: LSI Systems, LLC ATTN: HelpDesk
Fax: 208-375-7229

Consulting Services Agreement

This Consulting Services Agreement (together with the attached Consulting Services Agreement Terms & Conditions and all other attachments, collectively referred to as this "Agreement") is entered into as of date below, (the "Effective Date") by and between LSI Systems, LLC, an Idaho limited liability company ("LSI"), and the person or entity described below ("Customer"):

Consulting Services Agreement Terms & Conditions

Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and, unless the Statement of Work provides otherwise, will continue for a period of one year and renew automatically for additional one year periods unless either party gives written notice to the other party at least sixty (60) days prior to the expiration of the then existing Term that it elects not to renew the Agreement. Upon the effective date of expiration or termination of the Term, (i) LSI will immediately cease providing the Services; and (ii) any and all payment obligations of Customer will become due immediately.

Payment. The fees and payment schedule for the Services and/or Goods are per terms on the Invoice. Customer will be responsible for LSI's reasonable costs associated with travel necessary to perform the Services and/or deliver or maintain the Goods. Time is of the essence in the performance of all payment obligations by Customer. Payment on invoice charges is due within terms not to exceed thirty (30) days of the invoice date unless per previous agreement. Balances that remain unpaid more than thirty (30) days from the invoice date will be deemed past due. Any past due balance will accrue interest at the rate of one and one-half percent (1-1/2%) per month, or the highest rate allowed by law, whichever is less. Customer will be liable for all costs incurred in the collection of past due balances including but not limited to collection fees, attorneys' fees, litigation fees, filing fees and court costs.

Warranties and Limitations of Liability. LSI warrants that its labor will be free from defects in material and workmanship under conditions of normal use for a period of one year from the earlier of the acceptance date of such labor or the first commercial use thereof. Warranty service may be obtained by providing LSI with written notification of a defect within ten (10) days of defect discovery and before the expiration of the warranty period. After warranty service, the warranty with respect to a corrected defect will continue for the remaining unexpired warranty period or for sixty (60) days, whichever is longer. Customer may purchase out-of-warranty repair service on a time and materials basis in accordance with LSI's then current rates. LSI will provide Customer the same warranty with respect to any Goods as that provided to LSI by the manufacturer of any such Goods. In the event of a Goods warranty claim, Customer will have all remedies and rights that LSI will have against the manufacturer. Such remedies and rights will be Customer's sole remedies and rights under this warranty. The warranties above do not include, and LSI will not be responsible for damage to any Goods resulting from a Force Majeure event (as defined below). THE SPECIFIC WRITTEN WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTY WHATSOEVER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LSI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF NONINFRINGEMENT OR TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, IN EACH CASE WITH RESPECT TO ALL SERVICES AND GOODS FURNISHED HEREUNDER. Unless the Services specifically provide to the contrary, (i) it is Customer's responsibility to ensure that all of its electronic files and other data are adequately duplicated, documented, and protected, and (ii) LSI will not be responsible for the cost of reconstructing data stored on disk files, tapes, memories, or the like lost during the course of LSI's performance hereunder. IN NO EVENT WILL LSI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED OR SUFFERED BY CUSTOMER OR TO ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF LSI OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. The entire liability of LSI and its officers, directors, employees, agents and suppliers for any damage or expense from any cause whatsoever will in no event exceed the total of all payments made by Customer to LSI under this Agreement for the particular Service or Goods from which the damages arise for the prior twelve (12) month period.

Indemnification. Subject to the limitations set forth elsewhere in this Agreement, Customer and LSI will indemnify, defend and hold each other and each other's officers, directors, employees, shareholders, agents, affiliates, insurers and representatives (collectively, "**Affiliates**") harmless from and against any and all losses, damage, cost, liability, claims, actions and expenses (including, without limitation, reasonable attorneys' fees, litigation costs, court costs and amounts paid in investigation, defense or settlement of any of the foregoing, whether incurred at the arbitration, trial, appellate or administrative levels) (collectively, "**Damages**"), to the extent

arising from the acts or omissions of the indemnitor or the indemnitor's breach of this Agreement. In addition, Customer will indemnify, defend and hold LSI and its Affiliates harmless from and against any and all Damages (whether or not arising out of third-party claims and whether arising in contract, tort or otherwise) arising out of or related to (i) Customer's possession, use or resale of any Goods installed or delivered by LSI, or (ii) the use of any Services or systems provided or maintained by LSI.

Deemed Acceptance. Acceptance by Customer of any item of Service or Goods will be deemed to have occurred on the delivery date or completion date unless written notice to the contrary is received by LSI within five (5) days thereof.

Employment Recruitment. During the term of this Agreement and for a period of one (1) year following termination, Customer will not, without the prior written consent of LSI, solicit or hire any personnel of LSI who are or were at any time assigned to perform any of the Services. Customer acknowledges that breach of this provision would result in irreparable harm to LSI for which LSI may not be adequately compensated by monetary damages. As a result, LSI will have the right to enforce this provision by seeking injunctive or other equitable relief in lieu of or in addition to damages.

Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party will have used its best efforts to mitigate its effects, such party will give prompt written notice to the other party, its performance will be excused, and the time for the performance will be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such party is not able to perform within thirty (30) days after the event giving rise to the excuse of Force Majeure, the other party may terminate this Agreement.

Governing Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Idaho without regard to conflict of laws rules. Should it become necessary to enforce the terms and conditions of this Agreement, the rights, duties, or obligations of the parties or the validity, interpretation, performance, or legal effect of this Agreement, or to recover damages for a breach of this Agreement, the parties agree that Ada County, Idaho, will have jurisdiction over the parties to adjudicate any claims between the parties arising out of this Agreement and that service may be accomplished by registered mail to the registered agent of and/or last known address of each of the parties.

Entire Agreement and Modification. This Agreement sets forth the entire understanding of the parties with respect to the Services and/or Goods to be provided hereunder, no representations have been made by either party to the other except as contained in this Agreement, and there are no verbal or other agreements which modify or affect this Agreement. This Agreement supersedes any and all prior negotiations, discussions, agreements, letters of intent, and understandings between the parties. This Agreement may be modified or amended only by a written amendment specifically referencing this Agreement and executed by persons authorized to execute agreements on behalf of Customer and LSI.

Purchase Orders. In the event Customer supplies a purchase order for any Services or Goods to be provided by LSI under this Agreement, LSI will not be bound by any of the terms or conditions printed on the purchase order and such terms and conditions will be null and void. Any purchase orders will be governed by the terms and conditions of this Agreement.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Waivers. The failure of either of the parties to object to, or to take affirmative action with respect to, any conduct of the other, which is in violation of the terms of this Agreement, will not be construed as a waiver of the conduct or of any future breach or subsequent wrongful conduct.

Attorney Fees. In the event any action is instituted (i) to enforce any term of this Agreement, (ii) to remedy a breach of any representation or warranty provided in connection herewith, or (iii) in connection with any cause of action (in contract, tort or otherwise) arising out of or relating to this Agreement, the prevailing party will recover from the losing party reasonable attorneys' fees and litigation costs, whether by arbitration, trial or any appeal thereof.