

Services Agreement

This Services Agreement ("Services Agreement") by and between jKool LLC dba Nastel Technologies, Inc. ("Nastel"), a Delaware corporation having its principal offices at 88 Sunnyside Blvd, Suite 101, Plainview, NY 11803 and the customer identified in a Purchase Order ("You" or "Customer") and in the Statement of Work ("SOW"), sets forth the terms and conditions whereby Nastel agrees to provide You with standard professional consulting services. Consulting services performed by Nastel are provided in accordance with the Statement of Work ("Services"). You shall also reimburse Nastel for reasonable and customary travel, meals, lodging and other out-of-pocket expenses incurred by Nastel during its performance hereunder.

Unless otherwise agreed upon in a SOW executed by the parties, Nastel shall invoice You monthly for actual work performed plus out-of-pocket expenses such as travel, per diem, telephone and media costs. Nastel issues monthly invoices at the first of each month following the month in which work is performed. Actual work performed includes activities, which may be performed on and off of the site designated in the Statement of Work. Nastel shall invoice You, and You shall pay, reasonable expenses incurred by Nastel's consultants during travel to and from the site designated in the Statement of Work. You shall pay each invoice within thirty (30) days of the invoice date. Any amount due and payable to Nastel which is not paid within thirty (30) days after the invoice date shall bear interest at the higher of the rate of one and one-half (1½%) per cent per month or as otherwise permitted by law.

1. **PROPERTY RIGHTS.** As all work performed hereunder shall be based upon existing Nastel technologies, concepts, ideas and proprietary information, Nastel shall retain all copyright, patent rights, trade secrets and other property rights with respect to any software, documentation, user technical manuals, technology, algorithms, designs, architecture, deliverables or other materials which may be furnished, disclosed, or used by Nastel under this Agreement and any SOW.

2. **CONFIDENTIALITY.** Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, and products, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Nastel's proprietary technology, including Nastel services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Nastel or licensed to Nastel from a third party), including any derivatives, improvements, enhancements, or extensions of Nastel technology conceived, reduced to practice, or developed during the term of this Agreement by either party that are not uniquely applicable to Customer or that have general applicability in the industry. The terms and conditions of this Agreement are confidential as well as any information relating to an identified or identifiable individual ("Personal Data"). Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of; this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information.

3. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL NASTEL'S LIABILITY FOR DAMAGES EXCEED THE AMOUNT PAID BY YOU UNDER A SOW. NASTEL SHALL NOT BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES EVEN IF NASTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **SERVICE WARRANTY.** Nastel warrants that the Services will be of a professional quality conforming to generally accepted industry standards and practices. Nastel shall perform the Services under Your general direction but Nastel shall determine, in Nastel's sole discretion, the manner and means by which the Services are accomplished.

5. **TERMINATION.** Nastel has the right to terminate this Agreement if You default in the payment of any fees due under this Agreement. If this Agreement is terminated by Nastel as a result of Your default in the payment of any fees due under this Agreement or Your breach of any other provision of this Agreement, which default or breach has not been cured within thirty (30) days of written notice of such breach or default, You shall be obliged to pay all charges which have accrued up to the date of termination. The obligations under Paragraph 1, 2, 3 and 6 of this Agreement shall survive any termination of this Agreement.

6. **MISCELLANEOUS.** This Agreement, including any and all Addenda and Exhibits attached hereto and made a part hereof, may be modified or amended only by a written instrument signed by duly authorized representatives of Customer and Nastel. Neither party may, without the prior written consent of the other party, assign or transfer this Agreement or any obligation incurred hereunder, except by merger, reorganization, consolidation, or sale of all or substantially all of such party's assets. The pre-printed terms and conditions of any purchase order or other ordering document issued by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Nastel and shall not be deemed to modify this Agreement. No term or provision contained herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by Nastel. Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms or conditions contained in this Agreement due to causes entirely beyond the control of that party, including, without limiting the generality of the foregoing, strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of governmental authority, floods, riots or rebellion. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. All notices which either party hereto is required or may desire to give the other hereunder shall be given by addressing the communication to the address set forth on the SOW, and shall be given by certified or registered mail. This agreement constitutes the entire agreement, understanding and representations, express or implied, between customer and Nastel with respect to the Services. This agreement supersedes all prior communications between the parties.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their duly authorized representative as of below date.

Customer

Nastel

Name:
Position:
Dated:

Name:
Position:
Dated: