

MASTER SERVICE AGREEMENT

This Master Service Agreement (the "Agreement") is entered into by and between Coast to Coast Network Solutions INC ("Supplier") and [REDACTED] ("Customer").

1. BASIC CONTRACT TERMS

1.1 Purpose

This Agreement outlines the terms and conditions under which Supplier will provide specified and on-call support Services (collectively referred to as the "Services") to Customer or its Affiliates.

1.2 Term

This Agreement will commence on [REDACTED] for an initial twenty-four (24) month period and shall automatically renew for a further twelve (12) month period at the end of this Initial Period and on each subsequent anniversary of the Commencement Date unless sixty (60) days prior written notice is received to terminate the Agreement by either party.

1.3 Non-exclusive agreement

It is understood and agreed that this Agreement does not grant to Supplier any exclusive rights to do business with Customer and also that Customer may contract with other suppliers for the procurement of similar services. Nothing in this Agreement prevents Supplier from marketing, developing, using and performing similar services or products to other potential Customers.

1.4 Independent Contractor

Supplier is an independent contractor, and its employees and subcontractors/affiliates are not acting as employees of Company, and they shall not be entitled to any workers compensation and other benefits provided to employees of Customer. Supplier is solely responsible for any injury or liability resulting from an occurrence under Supplier's control during its performance of the Services. It is expressly acknowledged that Supplier is provided great flexibility in the performance of the Services specified herein and is not subject to the control typically associated with an employee relationship.

2. SCOPE OF WORK

2.1 Services

Supplier agrees to provide these services to Customer in accordance with the terms and conditions of this Agreement. The scope of Supplier's services will consist of the services set forth in the Proposal attached hereto and incorporated herein as Exhibit A, as supplemented by mutually agreed upon purchase orders. Each new task that Customer wishes Supplier to perform will be defined in a purchase order ("PO") agreed to between the parties. Each acceptable PO shall become a part of this Agreement.

2.1.1 Each PO shall contain a description of the Services to be undertaken, a schedule, method of compensation and a total dollar amount for the task(s) to be undertaken.

2.1.2 Each PO may contain additional provisions specific to the Services authorized for the purpose of expanding upon certain aspects of this Agreement which pertain to the Services to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement, unless expressly provided for in the PO and accepted in writing.

by Supplier. In the case of a conflict or inconsistency between the provisions of this Agreement and the provisions of the PO's, the provisions of this Agreement shall control.

2.1.3 Unless otherwise specified in a specific PO, Supplier shall provide various Services on an as needed basis at the rates set forth in Exhibit B.

2.1.4 Unless otherwise specified Exhibit A or B, the Services shall include all necessary labor, materials, and equipment, including, without limitation, the delivery, storage, handling, and installation of material, as well as related and incidental work necessary to result in the successful delivery of the Services. Supplier shall provide Customer and any inspector free access to examine the performance of the Services.

2.1.5 Unless otherwise specified in Exhibit A or B, the standard provisions set forth in Exhibit C shall apply to all bids and accepted POs and are hereby incorporated therein by this reference.

2.2 Acceptance of Services

If Customer observes defects in the Services or the Services are not completed to the satisfaction of Customer, Customer will notify Supplier within five (5) business days of the completion of the Services.

2.3 Changes to Services

Either party may propose changes to the scope, nature or time schedule of the Services being performed under this Agreement. If such changes cause an increase or decrease in Supplier's cost or in the time for performance of this Agreement, an equitable adjustment in the price and time for performance shall be made, and this Agreement shall be supplemented by a change order in writing accordingly.

2.4 Customer delays to Services

Supplier will be entitled to an equitable adjustment to any claims of inadequate performance if Supplier is prevented from performing specific Services which are directly caused by Customer.

2.5 Supplier Use of Subcontractors

Due to the nature and scope of the Services being provided, Customer grants Supplier the right to use subcontractors in the performance of the Services. Customer shall be responsible for all actions of subcontractor in performance of the Services and agrees to indemnify Customer pursuant to the terms of this Agreement. Further, Supplier shall defend, indemnify, and hold Customer harmless from any payments due to subcontracts for Services performed.

2.6 Compliance with Laws

In the performance of the Services, Supplier and all of its subcontractors shall comply with all applicable federal, state and local government statutes, ordinances, orders, and regulations, including environmental laws, regulations, and ordinances.

3. PERFORMANCE, TRACKING AND REPORTING

3.1 How Services will be Monitored

The performance of each individual Service will be monitored. Pursuant to any agreed upon reporting system that is established by the Parties, Supplier will provide Customer with reports on actual service levels achieved in accordance with such agreed upon reporting system.

3.2 Service Review Meetings

Service Review Meetings will be held on in accordance with any mutually agreed upon reporting system established by the Parties. Supplier will provide those reports that have been identified in this Agreement and any additional reports agreed to by Customer and Supplier from time to time during the Term (“Reports”).

3.3 Support and Service desk Services

Supplier will provide ongoing assistance to Customer to support the Services provided. This will include comprehensive Support and Service Desk Services.

3.4 Problem Escalation

To ensure that Customer receives senior management attention on unresolved issues, Supplier operates a Problem Escalation Procedure and Problem Management Procedure in order that any unresolved problems are notified to Suppliers operational and management personnel on a priority basis dependent upon the severity of the problem.

4. COMPENSATION

4.1 Professional Fees

Customer agrees to pay Supplier according to the rates stated in Exhibit “B” attached hereto, subject to change no more frequently than once every twelve months. Supplier shall be paid regardless of payment status between Customer and any other party, and Customer’s failure to timely pay Supplier’s invoices when due is a material breach of this Agreement.

4.2 Reimbursable Expenses

Customer agrees to reimburse Supplier for costs and expenses in accordance with the provisions and schedules set forth in Exhibit B.

4.3 Taxes

Customer agrees to reimburse Supplier for any taxes applicable per state law (per site locations) arising directly out of this Agreement excluding any taxes on Supplier’s income.

4.4 Invoices

Supplier will submit invoices to Customer for professional fees and reimbursable expenses in accordance with the terms agreed upon in each PO, which may specify monthly progress billing or payment upon completion of the Services specified in the PO. Each invoice will provide details of work performed (ie: hours worked, and reimbursable expenses charged to Supplier).

4.5 Payment terms

All invoices are payable within thirty (30) days from Supplier’s delivery of its invoice. Any amounts disputed in good faith may be deducted from the invoice and the remainder must be paid by the due date. The disputed amount should be notified in writing to Supplier within fifteen (15) calendar days of receipt of the invoice giving the reasons for withholding payment. Upon receipt of Customer’s dispute notice, Supplier and Customer will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. Customer agrees to pay any disputed amounts within five (5) business days once the issues have been resolved. Payments made by credit card are subject to a reasonable processing fee.

4.6 Late Fees

Undisputed portions of invoices unpaid in excess of thirty (30) calendar days will be past due and

will incur a late fee of 1.5% of the outstanding balance for each month or portion thereof that the invoice is past due.

5. CUSTOMER DUTIES AND RESPONSIBILITIES

5.1 Processing and authorization of invoices

Customer shall use commercially reasonable efforts to process and settle invoices by the due dates.

5.2 Customer personnel, facilities and resources

Customer will ensure Supplier has timely access to appropriate Customer personnel and will arrange for Supplier personnel and subcontractors to have suitable and safe access to Customer's facilities. Customer will also provide suitable access and resources for Supplier personnel and subcontractors, including all necessary computing and office support resources, so that the Services may be delivered and maintained in accordance with the terms of this Agreement.

5.3 Training on specialized equipment or tasks

Supplier will use commercially reasonable efforts to ensure that all Supplier personnel who work on Customer's systems or equipment are adequately qualified and receive suitable training both to ensure the safety of Supplier's personnel and to safeguard Customer's systems or equipment.

5.4 Approvals and Information

Each party will respond promptly, and in any case, within five (5) business days, to any requests from the other party to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for each party to perform its obligations under this Agreement.

6. SUPPLIER DUTIES AND RESPONSIBILITIES

6.1 Suitability of Supplier Employees/Subcontractors

Supplier employees or subcontractors assigned to perform the Services shall have the experience and qualifications to perform the same in a professional, efficient, and timely manner. If Customer determines that a Supplier's employee or subcontractor is unsuitable, Customer shall promptly advise Supplier concerning the details of such determination, and Supplier shall make every reasonable attempt to promptly replace such Supplier employee or subcontractor.

6.2 Hazards; Hazardous Materials

Supplier shall immediately notify Customer of any hazard it discovers, as well as hazardous materials, in connection with the Services.

6.3 Security; Interference

Supplier is responsible for ensuring that any of its Staff do not unduly disturb the personal property of Customer or any tenant, as the case may be. Supplier shall use its commercially reasonable efforts to minimize inconvenience to Customer and any tenant, as the case may be.

6.4 Clean-up

Supplier shall keep the Worksite and surrounding area free from accumulation of waste materials or rubbish caused by the Services. At completion of the Services, Supplier shall remove rubbish, Supplier equipment, waste, and surplus material that are not the property of Customer from the Worksite.

7. WARRANTIES AND REMEDIES

7.1 Quality of Service Warranty

Supplier warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such Services in the location where those Services are performed. Supplier and/or its subcontractors will perform the Services in accordance with all applicable rules, laws, and regulations.

7.2 Intellectual Property Warranty

Supplier warrants that the Services and/or any works of authorship written by Supplier's personnel or its subcontractors will not infringe any third-party copyrights, patents or trade secrets. Supplier is not responsible for any infringements of third-party copyrights, patents or trade secrets related to materials or information provided by Customer or where Customer has made changes to original documents and similar works prepared by Supplier without the express approval of Supplier, or where Customer intentionally fails to use the most recent versions of such works that have been delivered by Supplier.

7.3 Indemnification

Each party ("Indemnitor") will indemnify, defend and hold harmless the other party ("Indemnitee") and its directors, officers, shareholders, employees and agents, from and against any third party claims, demands, loss, cost, damage, expense or liability (including reasonable attorneys' fees and costs) assessed against or incurred by the Indemnitee or its directors, officers, shareholders, employees and agents to the extent arising out of or related to: (i) bodily injury or death of any person or damage to property resulting from the negligent or wilful acts or omissions of the Indemnitor; (ii) any claim that the Services or other materials delivered under this Agreement or prepared for Customer as part of the Services infringes any copyright, patent, trade secret or other proprietary right of any third party; or (iii) a breach by the Indemnitor of the representations and warranties in this Agreement.

7.4 Remedies for breaches

In the event of any defective performance from Supplier or failure to furnish the agreed level of service, Supplier will make reasonable efforts to restore the service to a good operating condition on an urgent basis. Supplier agrees to refund payments received to the extent Customer is harmed due to defective service.

7.5 Force majeure

Except with respect to payment liabilities, neither party will be liable for any failure or delay in its performance under this Agreement due to reasons beyond its reasonable control, including acts of war, acts of God, earthquake, flood, riot, embargo, sabotage, governmental act or failure of the Internet, provided the delayed party gives the other party prompt notice of the reasons for such cause. Should the delayed party's inability to perform continue for a period of twenty (20) business days or more, the other party may terminate this Agreement upon providing written notice thereof to the delayed party.

8. SAFETY AND SECURITY

8.1 Compliance with Customer Security Policies

Customer will provide Supplier with up-to-date information on its security policies and will keep Supplier informed about any changes to these policies. In the event that Customer notifies Supplier that Customer operates formal security policies, Supplier will ensure that its employees and subcontractors are made aware of such policies and will also ensure ongoing compliance with these policy statements.

9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION

9.1 Intellectual property rights

Both parties acknowledge the intellectual property rights of the other party whether registered or not.

9.2 Confidential Information

For purposes of this Agreement, "Confidential Information" will mean, all information (whether or not patentable and whether or not copyrightable) that the disclosing Party notifies the other Party is confidential or that a party would reasonably believe the other party would want to maintain confidential, by way of illustration and not limitation, Confidential Information includes non-public information concerning the business of a party and that party's customers, vendor information, bids, scope of work, trade secrets, processes, research, reports, technical data, formulas, know-how, technology, apparatus, equipment, marketing or business plans, forecasts, tax information, unpublished financial information or business results, budgets, prices, costs and employee lists that are communicated to, learned of, developed or otherwise acquired by the receiving Party. Confidential Information will remain the property of the disclosing Party and the receiving Party will not acquire any rights to that Confidential Information.

9.3 Disclosure of Confidential Information

The Receiving Party will use the Confidential Information only for the purpose of and in connection with this Agreement and not for its own benefit or the benefit of another without the prior written consent of Disclosing Party. Receiving Party shall hold in confidence and shall not disclose (or permit or allow its personnel to disclose) to any person outside its organization (except as provided below), any Confidential Information. Receiving Party shall protect the Confidential Information using the same degree of care it uses to protect the confidentiality of its own information of like kind (but in no event less than a reasonable degree of care). Without limitation of the foregoing, Receiving Party shall not cause or permit reverse engineering, decompilation or disassembly of any Confidential Information. Receiving Party shall disclose Confidential Information received by it under this Agreement only to (i) persons within Receiving Party's organization and (ii) agents of Receiving Party who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by Disclosing Party (which contains confidentiality provisions no less strict than what is set forth in the Agreement), to protect the confidentiality of such Confidential Information. Receiving Party shall adopt and maintain programs and procedures, which are reasonably calculated to protect the confidentiality of Confidential Information and shall be responsible to Disclosing Party for any disclosure or misuse of Confidential Information, which results from a failure to comply with this provision. Receiving Party will promptly report to Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by Disclosing Party to prevent, control, or remedy any such violation.

9.4 Limitation on Obligations

The obligations of the receiving Party as specified in Section 10.3 below shall not apply, and the receiving Party shall have no further obligations, with respect to any Confidential Information to the extent receiving Party can demonstrate, by clear written evidence, that such Confidential Information: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of receiving Party; (b) is in receiving Party's possession at the time of disclosure other than as a result of receiving Party's breach of this Agreement; (c) becomes known to receiving Party through disclosure by sources other than disclosing Party having the legal right to disclose such Confidential Information; (d) is independently developed by receiving Party without access or reference to or reliance upon the Confidential Information; or (e) is required to be disclosed by receiving Party to comply with applicable laws, a valid court order, or governmental requests or regulations, provided that receiving Party provides prior written notice of such disclosure to disclosing Party, if possible, and takes reasonable and lawful actions to avoid and/or minimize the extent of disclosure.

9.5 Disclosure Period and Effect of Termination

A receiving Party's duty to protect Confidential Information shall survive termination of this Agreement. Upon termination of this Agreement, the receiving Party will promptly return all Confidential Information received from the disclosing Party, together with all copies, or certify in writing that all such Confidential Information and copies thereof have been destroyed.

10. LEGAL COMPLIANCE & RESOLUTION OF DISPUTES

10.1 Governing law

This Agreement will be governed by and construed in accordance with the laws of the State of California except for the conflict of laws provision.

10.2 Export control

Both Supplier and Customer agree to comply fully with all relevant export laws and regulation of the country or countries where their offices are located.

10.3 Informal Resolution

In the event of dispute, the parties will attempt to resolve any such disputes through informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution within thirty (30) days of delivery of the notice of dispute.

10.4 Mediation

If the Parties are unable to resolve the dispute informally, prior to commencing arbitration or legal action, the Parties agree to mediate the dispute with a mutually agreeable neutral within sixty (60) days of delivery of the notice of dispute. Any party who refuses to mediate a properly noticed dispute shall not be entitled to an award for attorney fees.

10.5 Arbitration

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER PARTY MAY CHOOSE TO HAVE ANY UNRESOLVED DISPUTE DECIDED BY ARBITRATION AND NOT IN COURT BY A JUDGE OR JURY TRIAL.
2. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any unresolved dispute should be referred to a single qualified independent arbitrator acceptable to both parties. The arbitrator will have no authority to award any damages that are excluded by the terms of this Agreement. In the event that a suitable independent arbitrator cannot be identified and agreed on by both parties within thirty (30) days of delivery of the notice of election to arbitrate, then the local state court shall be requested to appoint one.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between the Parties, their employees, agents, successors or assigns, which arises out of or relates to this Agreement, shall, at the election of either Party, be resolved by neutral, binding arbitration and not by a court action. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in Orange County, California. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed primarily by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and secondarily by non-conflicting state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

The Parties retain the right to seek injunctive relief through legal action in any court holding jurisdiction and to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

10.6 Limitation of liability

NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, TO THE EXTENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED TO THE EXTENT RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES TO THE EXTENT ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN SECTION 9 OF THIS AGREEMENT.

11. INSURANCE

11.1 Insurance Coverage

During the term and for a period of not less than six (6) months thereafter; Supplier will maintain:

(a) Workers Compensation Insurance, including occupational disease and employers' liability insurance, as well as such other similar insurance as may be required by the state in which Supplier operates, at the statutory limits for workers compensation, and employers' liability at a minimum limit of One Million Dollars (\$1,000,000);

(b) Commercial General Liability Insurance (including, but not limited to contractual and product liability, and completed operations coverage) with a minimum of Five Million Dollars (\$5,000,000) per occurrence limit (which coverage can be maintained through primary and umbrella policies); and

11.2 Professional Liability Coverage

Supplier will maintain either professional liability coverage or errors and omissions coverage insuring Supplier for negligent acts and errors or omissions arising out of the performance of Supplier's Services under this Agreement, with limits of not less than Three Million Dollars (\$3,000,000) per claim and in the aggregate. In addition, such coverage will be maintained in full force and effect during the course of the Services and include an extended reporting provision with a minimum of one (1) year after the completion of the Services.

11.3 Disclaimer

By requiring the insurance specified in this agreement, Supplier acknowledges and agrees that: (i) the coverage and limits set forth in this Section will not necessarily be adequate to protect Supplier; and (ii) the limits prescribed will not be deemed as a limitation of Supplier's liability.

11.4 Insurance Policy Requirements

The policies of insurance will (a) be written by an insurance carrier rated "A-" or better by A.M. Best in Class VII or larger; (b) be on an occurrence basis; and (c) state that the policy may not be cancelled, altered or permitted to lapse or expire without at least thirty (30) days' advance written notice to Customer. Furthermore, Supplier will name Customer and its affiliates and their respective officers, directors, employees and agents as additional insureds. In addition, Supplier waives all rights, including subrogation, against Customer and its agents, directors, employees, subsidiaries, and parent and affiliated companies for damages.

11.5 Proof of Insurance

Supplier shall provide Customer proof of the above delineated insurance, and may request proof of such coverage from Supplier affiliates and contractors to ensure compliance is maintained. Proof of coverage shall be made available to Customer upon Customer's request.

12. TERMINATION

12.1 Termination for Convenience

Customer may terminate this Agreement for convenience at any time and without penalty by giving ninety (90) days written notice to Supplier.

12.2 Termination for Cause

Either party may, upon giving thirty (30) days' notice and identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided that the breaching party will not have cured such breach within the thirty (30) day period. In the event of a dispute or alleged breach, the Parties first will work together in good faith to internally resolve the matter.

12.3 Termination for Insolvency and Bankruptcy

Either party may terminate the Agreement immediately if any assignment is made by the other party for the benefit of creditors; if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property; if the other party files a voluntary petition under federal bankruptcy laws or similar state statutes; if such a petition is filed against the other party and is not dismissed within sixty (60) days, or if the other party is insolvent.

12.4 Payment on termination

In the event of termination of this Agreement for any cause, Supplier will continue to be paid up to the effective date of termination for any fees or expenses due for Services satisfactorily and timely performed up to the effective date of the termination.

13. GENERAL

13.1 Notices

Notices required under this Agreement are to be sent to the address and persons specified below. All notices required by this Agreement or deemed by either party to be necessary or desirable to be given to the other party, will be in writing and may be given by personal delivery or via email to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

Coast to Coast Network Solutions, Inc:

Attention:	Accounting Department
Address:	34145 Pacific Coast Highway, #237
City, State ZIP	Dana Point, CA 92629-2802
Email Address	AR@C2CIT.NET

[Customer]

Attention:	_____
Address:	_____
City, State ZIP	_____
Email Address	_____

The contact information to such notices may be changed from time to time by notice given as described above. Any notice given by mail will be deemed given on the third day after that on which it is deposited in the United States Mail as provided above.

13.2 Standard of care

Each party will act in good faith in the performance of its respective duties and responsibilities and, unless explicitly stated otherwise in this Agreement, will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

13.3 Assignment

Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party. A change in control involving a change of more than twenty-five percent (25%) of ownership or a change of more than fifty percent (50%) of the board of directors or governing managers of a Party will trigger this provision. In the case of any permitted assignment or transfer of or under this Agreement, the terms of this Agreement will be binding upon each party's respective successors, executors, heirs, representatives, administrators and assigns.

13.4 Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all other prior agreements between the parties for the provision of such services. No waiver, consent, modification or change of terms of this Agreement will bind either party unless agreed upon in writing and signed by both parties, and then such waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given.

13.5 Severability

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one of the provisions shall not affect the enforceability of other provisions. In the event that a provision is found to be unenforceable, the parties shall substitute that provision with an enforceable provision that preserves the original intent and position of the parties.

13.6 Changes to the Agreement

All changes to this Agreement must be approved in writing by authorized officials of both parties.

13.7 Non-Solicitation

During the term of this Agreement and for twelve (12) months after its expiration or termination, neither party will solicit any employee, or sub-contractor of the other party for the purposes of offering employment. Customer agrees to; (1) Provide all Supplier Affiliates including third-party contractors, when acting as a direct representative of Supplier, necessary access to be their facilities and/or property to complete any and all duties requested by Supplier; (2) notify Supplier of any issues regarding the work and refrain from communicating and working directly with the Supplier, (3) not release any funds to any Supplier Affiliates, and (4) not solicit any employee or third-party affiliate, without the written permission from Supplier.

Notwithstanding the foregoing, this Section shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, magazine, broadcast, Internet).

13.8 Publicity

Supplier will not issue a press release or make any public announcement related to this Agreement or any Services contemplated hereunder, list Customer or its Affiliates on customer lists, or display any of Customer's trademarks, either publicly or privately without the prior written consent of Customer, which such consent may be withheld in Customer's sole discretion.

13.9 Exhibits

The Exhibits referred to in, and attached to, this document are to be considered an integral part of this Agreement.

14. SIGNATURES

The following authorized representatives of each party execute this Agreement as of the Commencement Date:

Coast to Coast Network Solutions, Inc.:

Signature : _____

Printed Name : _____

Position : _____

Date of Signing _____

[Customer]:

Signature : _____

Printed Name : _____

Position : _____

Date of Signing _____

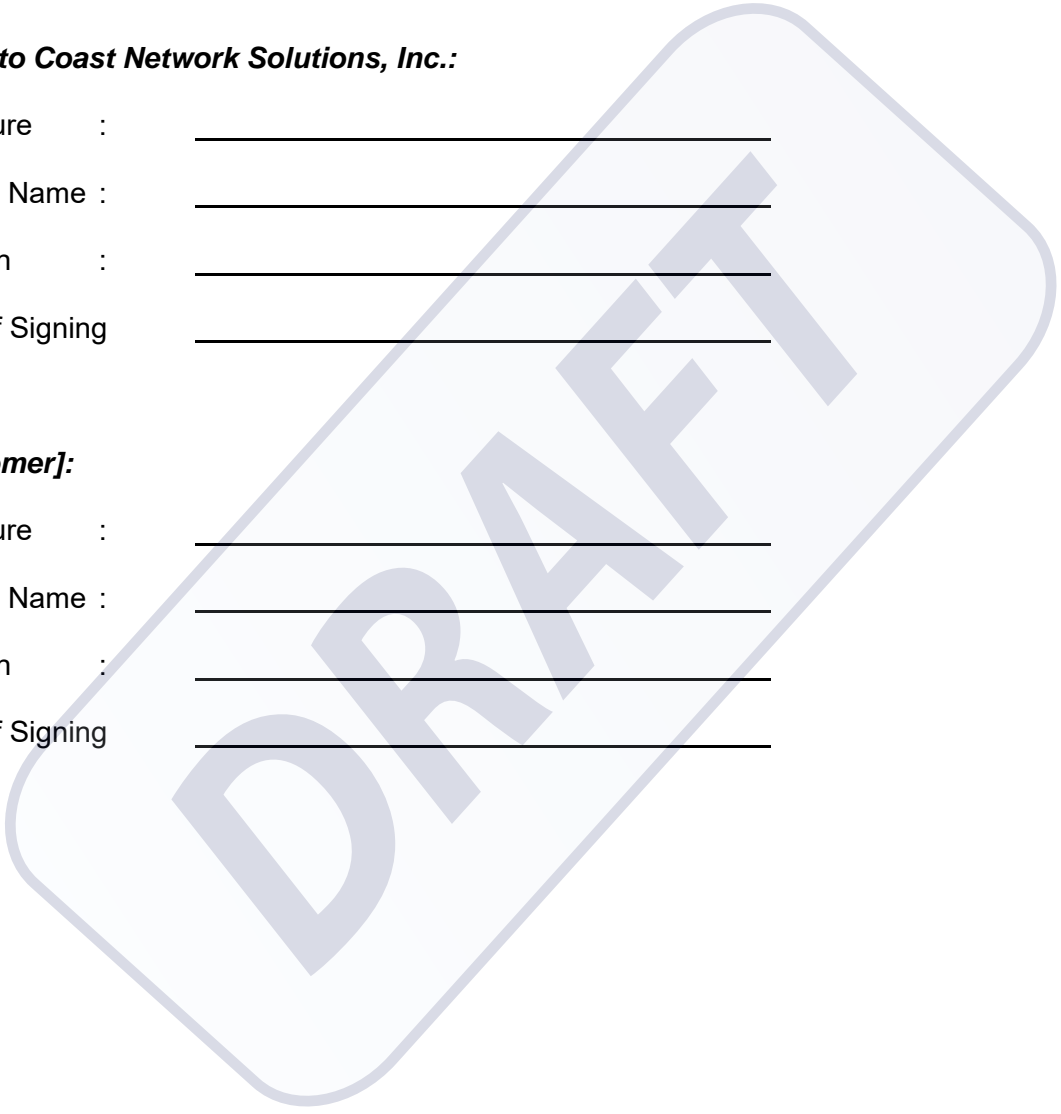


EXHIBIT A

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EXHIBIT B

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EXHIBIT C
STANDARD PROVISIONS

Engineering “Information & Cable Technology” (ICT) Statement:

- Supplier’s Design Bid Documents are Extremely Detailed and Highly Proprietary. They were carefully Engineered and Designed by Supplier’s BICSI RCDD Design Engineer and/or Design Engineer Specialist at a greater level of detail and expense than is typically associated with bid documents. Accordingly, Supplier will be greatly damaged if Customer discloses this information to Supplier’s competitors or other third parties.
- These Design Bids were created purely and solely for our Most Trusted Clients. These Documents are Not intended to be shared or copied with anyone else without the expressed written consent of Coast to Coast Communications.

Statement of Work:

- Bids are based solely upon all tasks, labor and materials listed in the bid. Additional tasks, labor or material requests not specifically mentioned will be considered above and beyond the bid’s statement of work.
- No changes to the original statement of work will be processed or administered without the expressed written consent of Supplier and the Customer.

Labor:

- Unless otherwise expressly stated, the Labor for all projects have been configured with Standard Non-Union / Non-Prevailing Wage Labor. Any rates that are subject to mandatory labor rate adjustments, such as Union Labor or Prevailing Wage Labor, that were not incorporate in the preparation of a statement of work, are subject to change.
- Standard Labor Rates are based upon (Non-Union / Non-Prevailing Wage) Labor Rates, with work to be performed during normal business hours and working days of 8:00 am to 5:00 pm Monday through Friday excluding weekends and/or legal holidays.
- Standard Labor Rates for all labor hours expended after normal business hours or over 8.0 hours in a normal day or work performed on Saturday, are calculated at 1.5 times the normal labor rate.
- Ultra-Standard Rates apply to all labor on Sundays and legal Holidays and are calculated at 2.0 times the normal labor rate.

Applicable/Associated Sales-Tax, Use-Tax, Exemption:

- Any and all Labor, Materials, Equipment, Rentals, Programming and Training as well as all other associated costs within this document Include All Applicable and Associated Sales Tax and or Local Use Taxes as well as any Tax Credits for Exemptions for any Government, State or Federal facilities as they apply to the local area, city, county, state, region and location within the U.S. and Canada.

Payment Terms for All Multi-Site, Multi-City and Multi-State Roll-Out Work:

- All SOW containing multiple site locations and/or cross over multiple City/County/State jurisdictions, may be billed on separate invoices to accommodate state and/or federal sales tax guidelines.
- If your project is billed on a progress billing cycle, each invoice will note the appropriate current billing stage. If billed on a per site billing, it will indicate the site, location and current billing amount.
- Any SOW may have unforeseen additional billings for additional work requested by the customer beyond the original SOW and projected percentage billings unknown at the time of bid.

Site Access:

- All of Supplier's bids are based upon Free and Clear Access. It is the responsibility of the Customer to provide free and clear access by providing us a clear pathway to operate scissor lifts and ladders. Facilities unwilling to provide free and clear access are subject to the job stopping and going on hold until a satisfactory remedy is arranged with both parties. Additional charges are applicable.
- Any unscheduled Technician Standby Time, Jobsite Not Ready Time or Non-Productive Downtime caused by the customer, the facility and or other trades employed by the Customer and at no fault of Supplier, is subject to additionally billed labor hours over and above the statement of work.
- If site access is denied and/or determined to be a problem once the job is started, additional charges and considerations may be applicable. The job will be temporarily halted until an alternative solution can be agreed upon by both parties.
- Supplier will not be held responsible for any consequential damages, punitive penalty and/or liquidated damages for failure to meet pre-determined commitment dates due to last minute changes to the statement of work or the inability or failure of other trades restricting Supplier and/or its representatives from completing its objectives.

Supplier Fees and Minimum Charges:

- Customer may be held liable for additional charges for any last-minute cancellations, escalated start and/or completion dates with less than 48 hours advanced notice from scheduled installation date.
- A minimum fee of \$250.00 per site will be assessed if Supplier arrives as scheduled and cannot complete work due to unavailability to the facility, contact person, customer-provided hardware or lack of access.
- In all T&M, Service and MAC Order ticket dispatches, Supplier's minimum billing is two (2) hours onsite with a Standard Trip Charge or a flat rate fee of \$250.00 per ticket.

Penetrations, Conduit, Raceway and Wire Molding:

- All bids are based upon free and clear access. Coring, drilling, conduit, wire molding, power poles or sleeves are not included unless specified in the above statement of work. Unless it is expressly stated, bids do not include electrical and/or conduit installation unless specified in the above statement of work. If required, a change order will be generated, and additional charges will apply.

- Bids assume all existing conduits and pathways are free and clear without obstruction.
- If any unforeseen and/or un-announced penetrations such as sleeves or cores for pathways or access are required in the floor, wall or ceiling areas, additional charges may apply.
- Any and all penetrations and sleeves installed by Supplier and/or its representatives will be properly sealed with the appropriate fire caulking material as described by the National Electric Code (NEC) and the National Fire Protection Association (NFPA).

Ceilings:

- This bid is based upon a standard 8-foot ceiling height with lift-out/drop-tile ceiling access.
- Non-standard ceiling types such as, but not limited to, lock tile, hard-lid, non-access, open architecture, high ceilings, floor troughs or open warehouse, may result in additional charges being applied to account for any special requirements or considerations in regard to the labor and/or material.

Scissor Lifts / Equipment Rentals:

- Lifts (e.g.: scissor lift, boom lift) are considered non-standard and, unless specified in the detailed statement of work, additional charges shall apply if required. Any stated lift rental charges are an estimate only. Actual lift charges will vary based on location, length of rental and delivery and pickup charges

Permits:

- Any City, County or State “low voltage permits” required will be administered and obtained by Supplier and or its representatives. However, any associated costs for these permit fees will be the sole responsibility and paid for additionally by the customer. Since every city sets their own pricing standards for these fees it is impossible to calculate and standardize on a single price for permit fees. All actual permit fees will be billed at cost plus labor to pursue, obtain and deliver to site, over and above the amount quoted in the statement of work.

Local City/County/State/Region/National and Industry Standard Codes:

- All work will be completed in a professional and timely manner adhering to all Local City, County, State, Region, National Codes, NEC, NFPA, EIA, TIA, OSHA, UL, ANSI, IEEE 802, BICSI (Building Industry Consulting Services International) TDM Standards, TIA/EIA 568-B (Commercial Building Cabling Standards), TIA/EIA 569-B (Pathways and Spaces), TIA/EIA 598-B (Optical Fiber), TIA/EIA 606-A (Administrative and Labeling) and TIA/EIA 607-A (Commercial Grounding and Bonding) rules, regulations and standards set forth by these organizations.

Hazardous Materials:

- This bid does not include working in or around any Hazardous Waste Materials. If Asbestos or other hazardous material is discovered or known to exist in a particular area or location of the facility all work in those areas will cease until the proper authorities have been notified and the situation becomes clear to proceed.

Customer to provide:

- Bids assume there is adequate space in customer's existing communications room(s) to mount all equipment.
- Customer shall provide all power, lighting, grounding, backboard wall space, floor space and access to install any new equipment at all MDF/IDF locations throughout the facility.
- Customer shall provide any floor plans and site diagrams at least five (5) days prior to the beginning of the installation.
- All materials supplied by Customer or third parties must be on site prior to technician dispatch. Customer shall provide Supplier with tracking and confirmation of delivery.
- Customer shall provide a Point of Contact, such as an IT Manager or Facilities Manager that can assist in defining, determining and authorizing permission for access and hardware mounting locations.

Engineering Approval:

- Bids are Designed, Engineered, Reviewed and Approved by a certified, licensed and bonded "BICSI" Registered Communications Distribution Design Engineer (RCDD) and or Supplier's Engineering Design Specialist.

Bid Duration:

- Price quotations are good for a period of 30-Day's from the date of the Statement of Work.

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