



IST CERTIFIED PARTNER PROGRAM INDIVIDUAL CONTRACTOR AGREEMENT

This Individual Contractor Agreement (“Agreement”) made effective (Month) ____, 2011 (“Effective Date”) is entered into by and between Installation & Service Technologies, Inc. (“IST”), incorporated under the laws of the State of Georgia, having an office at 8340 Mission Road, Suite 118, Prairie Village, KS 66206 and _____ (“PROVIDER”).

RECITALS

WHEREAS, IST is in the business of selling and servicing point of sale systems and, as such, also offers and performs installation services of its point of sale systems and related equipment to its customers; and

WHEREAS, PROVIDER desires to perform Installation Services (as defined herein) for IST for the Equipment (as defined herein) and

WHEREAS, IST desires to contract such Installation Services (as defined herein) from PROVIDER,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, promises and conditions set forth herein, the parties hereto agree as follows:

1.0 Definitions

- 1.1 The term **Consigned Equipment** shall mean any Equipment consigned to PROVIDER for PROVIDER’S use in performing the Installation Services hereunder.
- 1.2 The term **Customer** shall mean the owner/operator of the restaurant location who is the ultimate purchaser or end user of the Equipment.
- 1.3 The term **Equipment** shall mean the items and materials described in the IST Individual Contractor Agreement and scope of work.
- 1.4 The term **Installation Services** shall mean the project management and installation of the Equipment in a Customer site to be performed by PROVIDER pursuant to the terms of this Agreement and the Statement of Work.
- 1.5 The term **Provided Materials** shall mean those items and materials, including but not limited to, manuals and documentation which are to be supplied to PROVIDER by IST. The Provided Materials may include items or materials proprietary to IST or proprietary to Customer.

2.0 Obligations of PROVIDER

- 2.1 PROVIDER shall perform the Installation Services described in the Statement of Work. PROVIDER shall not subcontract or delegate the Installation Services to be performed under this Agreement to another third party, unless PROVIDER obtains IST's prior written consent. If PROVIDER subcontracts or delegates any of the Services to be performed under this Agreement to another party, with or without IST's consent, PROVIDER shall be solely responsible to ensure that the third Party is in compliance with all of the terms and conditions of this Agreement, including, but not limited to, the insurance requirements set forth herein.
- 2.2 During the performance of Installation Services PROVIDER shall refrain from performing any services beyond the scope of services outlined in the Statement of Work, unless PROVIDER has given IST a good faith estimate of the cost of such additional services and has received prior authorization in writing from IST to perform such services.
- 2.3 In the event PROVIDER is solicited directly by Customer for Installation Services of IST POS equipment, PROVIDER shall refer such opportunity to IST.
- 2.4 In the event PROVIDER is solicited directly by Customer for services other than Installation Services, including, but not limited to, on-site maintenance services, PROVIDER shall refer such Customer to IST.
- 2.5 Unless otherwise directed by IST, PROVIDER should identify themselves to Customers as providing services on behalf of IST.
- 2.6 PROVIDER agrees to use its best efforts to perform each of the duties described in this Agreement in a commercially reasonable manner that preserves and protects IST's business reputation and its proprietary rights in the marketplace. In carrying out its obligations under this Agreement, PROVIDER shall act in accordance with good faith and fair dealing.

3.0 NONSOLICITATION OF CUSTOMERS

- 3.1 While I am a PROVIDER for, and for one (1) year after, the last date of service by PROVIDER for IST (regardless of the reason it ceases), PROVIDER will not, directly or indirectly, whether for their own benefit or on behalf of any other person or business, solicit, market, sell and or provide equipment, goods or services which are the same as or similar to the equipment, goods or services sold by IST, to (i) any customer which was contacted or serviced by PROVIDER, or requested to be contacted or serviced by PROVIDER, or assigned to be contacted or serviced by PROVIDER, within the one (1) year period prior to the last date of service by PROVIDER for IST, or (ii) any other person or entity who I know that IST solicited and or from whom IST had received an indication of interest in becoming a customer of IST, within the six (6) month period prior to the date of last service provided by PROVIDER. I also agree not to directly or indirectly encourage others to communicate with any actual or prospective customers of the IST for any of the foregoing purposes.

4.0 Consignment of Equipment to PROVIDER

- 4.1 For PROVIDER'S use, in connection with the Installation Services, IST may provide PROVIDER with a limited quantity of Consigned Equipment to PROVIDER'S location or directly to the job site location.

- 4.2 This Consigned Equipment is paid for and owned by IST, and is made available to PROVIDER on a consignment basis, and/or for the completion of services.
- 4.2.1 PROVIDER shall use the Consigned Equipment only as specifically provided in this Agreement or as otherwise instructed in writing by IST, and for no other purpose.
- 4.2.2 PROVIDER is not liable for any sales/use tax reporting, insurance reporting, or personal property tax reporting.
- 4.2.3 IST shall maintain comprehensive insurance covering the Consigned Equipment from risk of loss.
- 4.3 PROVIDER will maintain the Consigned Equipment and an accurate inventory and activity records for all of the Consigned Equipment. Full and complete access for audit/inspection of the inventory records under PROVIDER'S control will be made available to IST and its auditors during normal business hours upon three (3) business days prior notice to PROVIDER.
- 4.4 PROVIDER will perform a count of all Consigned Equipment at the end of the term of this Agreement or at any time during the term of the Agreement as requested by IST, and will reconcile inventory accuracy of 100% in dollar value. Any dollar value of Consigned Equipment below 100% will be reimbursed by PROVIDER.
- 4.5 If the Consigned Equipment must be left on-site at the Customer's location then PROVIDER will notify IST in writing or via email of each piece of Consigned Equipment used at the Customer's location and IST will invoice the Customer for the Equipment.
- 4.6 New defective or damaged Consigned Equipment under the control of PROVIDER is to be reported to IST upon detection. This Consigned Equipment will be returned to IST and IST agrees to accept all costs associated with its return. IST will have financial responsibility for all risk of loss, damage, or defect; unless it is found that the Consigned Equipment failure was due to the negligence, misuse or abuse of the Consigned Equipment by PROVIDER or PROVIDER'S employees or agents. IST will be responsible for replacing the new defective or damaged Consigned Equipment or in the case of Consigned Equipment damaged by PROVIDER as provided herein, PROVIDER shall be responsible for all costs associated with their return and the repair or replacement of the Consigned Equipment.

5.0 Insurance

- 5.1 Provider is required to keep in full force and effect and maintain at its sole cost and expense including but not limited to personal, automobile and any applicable independent contractor business insurances.

6.0 Limitations and Restrictions of PROVIDER

- 6.1 PROVIDER shall not compete with IST in the installation services or any support services of point of sale equipment manufactured or sold by IST within or outside the United States.
- 6.2 PROVIDER shall not provide installation services or any support services of any kind or nature for point of sale equipment manufactured or sold by IST during the term of this Agreement and for a period of three (3) years thereafter, unless such services are provided as part of performance under a contract with IST.

7.0 Obligations of IST

- 7.1 IST shall ensure that all of the Equipment arrives at the Customers' sites prior to the date scheduled for Installation Services. IST shall use reasonable efforts to notify PROVIDER of any schedule changes at least three (3) business days prior to a scheduled installation date.
- 7.2 IST shall give PROVIDER the necessary Customer information to perform the Installation Services as set forth in the Statement of Work and the Dispatch Form.
- 7.3 IST shall give PROVIDER the required Provided Materials to perform the Installation Services under this Agreement.

8.0 Representations and Warranties of PROVIDER

- 8.1 PROVIDER represents and warrants that all services performed hereunder will be performed in a professional and workmanlike manner and in accordance with IST's processes, procedures and standards as set forth by IST from time to time and communicated to PROVIDER prior to the provision of services. Any services which fail to meet the above criteria shall be, at IST's option, re-performed by PROVIDER at the expense of PROVIDER or corrected by IST or a third Party selected by IST at the expense of PROVIDER. To the extent required in the course of such re-performance by PROVIDER or correction by IST or its designee, PROVIDER shall bear the cost of any additional parts used therein.
- 8.2 PROVIDER represents and warrants that it will perform the services in compliance with IST's processes and procedures.
- 8.3 PROVIDER declares and represents that the restrictions set forth in Section 5.0, above, do not unreasonably restrict PROVIDER'S ability to conduct business.

9.0 Charges and Fees

- 9.1 IST shall pay PROVIDER the Installation Service fees as agreed to by IST and PROVIDER in the Purchase Order, Dispatch Form or any Statement of Work if applicable. Such fees shall include all related travel expenses, all costs and all other expenses of PROVIDER to perform the services set forth in the Purchase Order, Dispatch Form or any Statement of Work if applicable. All required documentation to include but not limited to cable certifications, photos, vendor required documentation, etc., are due 24 hours from completion. Daily CSR's are required for projects and/or service calls which require multiple day visits. PROVIDER must contact the IST Project Manager, Coordinator or Service Dispatcher upon arrival to site and prior to departure. PROVIDER must be prepared to give a detailed description of work completed and materials used, specifying if materials are IST provided or otherwise. Prior approval to use non-IST issued materials must be given for reimbursement.

- 9.2 If a service request cannot be completed within 2 hours or the time frame listed on the Purchase Order, whichever is less, the PROVIDER must contact the coordinator at IST for approval of additional time onsite to allow IST the opportunity to contact the customer for approval of additional time. Communication to the IST contact should be made immediately regarding delays. Failure to communicate will forfeit reimbursement of delays.
- 9.3 Return visits required to fix or repair issues deemed the responsibility of the PROVIDER will be completed at no additional charge to IST. Such return visits must be completed within (48) hours of the request.
- 9.4 Return visits required for customer requests outside of the scope of requested service, delays caused by the customer or IST, hardware failures, natural disaster or Acts of God are billable to IST. A separate agreement for the specified amount will be issued to the PROVIDER
- 9.5 Unless otherwise agreed upon by the parties in advance in writing in a specific Statement of Work, the Installation Service fees set forth in the Individual Contractor Agreement are fixed fees. IST shall not be responsible for any additional costs or expenses incurred by PROVIDER. Under no circumstances can PROVIDER modify the Installation Service fees set forth in any Individual Contractor Agreement unless a project change request is issued and approved in advance in writing by both IST and PROVIDER.
- 9.6 PROVIDER represents and warrants that PROVIDER shall not put any liens or encumbrances on a Customer site for non-payment by IST of additional fees, costs and expenses incurred by PROVIDER that were not included in the Installation Service fees set forth in any Purchase Order, Dispatch Form or in any agreed upon Statement of Work. If PROVIDER does put a lien or encumbrance on a Customer site, PROVIDER agrees to pay IST as liquidated damages, an amount equal to ten thousand (\$10,000) per day per Customer location for every day that such lien or encumbrance is on a Customer site. Additionally PROVIDER shall reimburse IST for any attorney's fees IST may incur to remove such lien or encumbrance.
- 9.7 If PROVIDER arrives at the Customer site and the Equipment is not at the Customer site, PROVIDER shall be paid for a maximum of two (2) hours of labor based on the labor rate specified in the Purchase Order or any Statement of Work, as applicable.

10.0 Time of Completion

- 10.1 The PROVIDER shall employ persons of competence and skill to complete the Installation Services.
- 10.2 If the PROVIDER fails to complete the Work as agreed herein, IST may declare the PROVIDER in default by providing written notice to PROVIDER by registered mail. If PROVIDER fails to remedy such within 3 days of such notice, IST shall have the right to select a substitute PROVIDER.
- 10.3 In agreeing to complete the Work by the agreed Time of Completion, PROVIDER has taken into consideration and made allowance for ordinary delays, and hindrances incident to such Work, whether growing out of delays of common carriers, delays in securing materials or workers, changes, omissions, alterations, or otherwise.

11.0 Cleaning Up

- 11.1 The PROVIDER shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. The PROVIDER will be responsible for cleaning up on a daily basis. At completion of the Work, the PROVIDER shall remove waste materials, rubbish, the PROVIDER'S tools, construction equipment, machinery and surplus materials.
- 11.2 If the PROVIDER fails to clean up as provided in the Contract Documents, IST may do so and the cost thereof shall be charged to the PROVIDER.

12.0 Dress Code

Field personnel should be dressed professionally. You are representing IST. Clothing should be clean and in good condition. Proper attire only includes: Shirts with collars, modest necklines, Polo style shirts, banded collars, crew or v-neck sweaters, cardigan sweaters, vests worn with shirts, Dockers/Khaki style pants.

13.0 Term and Termination

- 13.1 The term of this Agreement shall commence on the Effective Date above and will continue on the same terms and conditions, until the services set forth in the Statement of Work are completed or the Agreement is otherwise terminated as provided herein, whichever is earlier.
- 13.2 Any terms and conditions of this Agreement which, by their nature extend beyond its termination or expiration remain in effect until fulfilled and apply to respective successors and permitted assignees. Without limiting the foregoing, the terms and conditions of the following Sections (inclusive of their subsections) shall survive the termination or expiration of this Agreement: 5, 7, 8, 11 through 28.
- 13.3 PROVIDER or IST may terminate this Agreement for any reason, with or without cause, by providing at least fifteen (15) business days prior written notice to the other Party; provided however, if PROVIDER is providing Installation Services in connection with a time-sensitive roll-out, as determined by IST, and PROVIDER gives notice to terminate, termination shall not occur until the Installation Services set forth in the Statement of Work are completed.
- 13.4 Upon termination by either party, PROVIDER shall provide to IST any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials IST provided to the PROVIDER in connection with this Agreement.

14.0 Invoicing, and Payment Terms

- 14.1 A Purchase Order will be issued, by IST Accounting Department, in advance of any work performed. PROVIDER may bill up to, but not to exceed, the amount listed on the Purchase Order.
- 14.2 PROVIDER will invoice IST for each Customer site for which PROVIDER provides Installation Services, once service is completed, all paperwork, pictures and certifications must be turned in to the specified sites/individuals within 24 hours of completion.

- 14.3 All invoices issued by PROVIDER shall be payable thirty (30) calendar days after IST's receipt of such invoices. Invoices will not be paid if PROVIDER has outstanding paperwork, pictures and/or certifications; until all such required documentation is turned in to the specified sites/individuals. PROVIDER's original invoice shall be mailed to the address below:

Installation and Service Technologies, Inc.
Accounts Payable
8340 Mission Road, Suite 118
Prairie Village, KS 66206

Invoices can also be emailed to: accounting@istservice.com

- 14.4 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the IST to the PROVIDER when the Contract has been fully performed by the PROVIDER, all required documentation has been received, reviewed and approved to include but not limited to the following:
- Project WO's completed and signed
 - Inventory verification/Serial numbers
 - Photos
 - Cable certifications

15.0 IST Provided Materials

- 15.1 IST hereby grants and PROVIDER hereby accepts a limited, non-exclusive, non-transferable license to use the IST Provided Materials for the sole purpose of performing its obligations under this Agreement and for no other purpose or for the benefit of any other person or entity than as contemplated under this Agreement. Specifically, but without limiting the scope of the foregoing, PROVIDER agrees it shall not:
- 15.1.1 sublicense, distribute or otherwise disclose such IST Provided Materials, in whole or in part, or in any form or media, to any person or entity unless otherwise expressly permitted by IST in writing;
 - 15.1.2 modify, copy or reproduce, in whole or in part, such IST Provided Materials, unless otherwise expressly permitted by IST in writing;
 - 15.1.3 alter, cover or obfuscate any proprietary rights or copyright notice which appear in or on such IST Provided Materials; or
 - 15.1.4 decompile, disassemble or otherwise attempt to reverse engineer or assist or allow others to reverse engineer any software programs, if any, provided to it by IST under this Agreement.
- 15.2 IST retains all rights to the IST Provided Materials provided to PROVIDER under this Agreement and no rights are bestowed other than as specifically identified in this Section.
- 15.3 IST provided material is provided "as is" without warranty of any kind, either express or implied and IST specifically disclaims any warranties of merchantability or fitness for particular purpose.
- 15.4 Upon termination of this Agreement, PROVIDER shall return to IST within (3) calendar days the original and all copies or summaries made, in whole or in part, of all IST Provided Material in whatever form or media and make written certification of the completion of such return.

- 15.5 To the extent required by Customer in connection with the Installation Services performed by PROVIDER under this Agreement, PROVIDER agrees to execute an amendment to this Agreement or a separate agreement with Customer to allow PROVIDER to use any Customer Provided Material necessary to perform the Installation Services hereunder.

16.0 Confidential Information

- 16.1 As used in this Agreement, the term "Confidential Information" shall mean all information disclosed by IST or Customer to PROVIDER during the training received by PROVIDER and during the Term of this Agreement, including but not limited to, information which is marked or not marked with a restrictive legend; or orally or visually disclosed; or ascertained or derived by PROVIDER during training or during the course of performing installations of the Equipment on behalf of IST relating to IST's or Customer's products, processes and services, including but not limited to, software, systems, procedures, business plans, product and component drawings, specifications, manuals, supplier lists, information relating to product pricing, design, functionality, failure rates, installation processes, repair processes, customer lists, customer data, and type of equipment.
- 16.2 Except as expressly permitted in writing from IST or Customer, PROVIDER agrees that it shall use Confidential Information only to perform its obligations under this Agreement and for no other purpose and shall hold in confidence, and shall not use for its own benefit or directly or indirectly disclose, or allow to be disclosed any Confidential Information to any person outside its organization.
- 16.3 PROVIDER shall use such Confidential Information only for the purpose of performing Installation Services to the Equipment as subcontractor to IST and for no other purpose. Without limiting the generality of the foregoing, PROVIDER shall not exploit such Confidential Information for its own benefit or the benefit of another, and shall not use such Confidential Information in any way detrimental to IST or Customer.
- 16.4 PROVIDER shall disclose Confidential Information received by it under this Agreement only to employees within its organization who have a need to know such Confidential Information for the purpose of performing the Installation Services of the Equipment as part of a subcontract to PROVIDER from IST and who are bound to protect the confidentiality of such Confidential Information by a signed written agreement, the terms of which are no less restrictive than contained in this Agreement.
- 16.5 The confidentiality obligations under this Agreement will not apply with respect to any information which is demonstrated by PROVIDER to:
- 16.5.1 have been or to have become public knowledge through no wrongful act of PROVIDER;
 - 16.5.2 have been rightfully obtained by PROVIDER from any third Party without similar restriction and without breach of any obligation of confidentiality;
 - 16.5.3 have been independently developed by PROVIDER without use of Confidential Information;
 - 16.5.4 be subject to a lawful disclosure requirement of a government agency, provided PROVIDER provides IST prior written notice of such pending disclosure and honors any protective order obtained by IST related to such disclosure; or have been approved for release by written authorization of IST.

- 16.6 PROVIDER shall, within ten (10) calendar days, upon request of IST or Customer, return to IST all drawings, documents, exhibits, sketches, models, designs, data, memoranda, tapes, records, products, samples and any other tangible manifestations of Confidential Information received by PROVIDER pursuant to this Agreement together with all copies or any other form of reproduction or description thereof in whole or in part, including summaries, records, descriptions, modifications or other duplications, except copies of such as are reasonably necessary for financial and tax reporting purposes, etc.
- 16.7 The parties acknowledge that no remedy of law will be adequate to compensate IST or Customer for a violation of this Agreement and the parties agree that in addition to any legal or other rights that may be available to IST or Customer in the event of a breach hereunder, IST or Customer may seek equitable relief to enforce this Agreement in any court of competent jurisdiction against PROVIDER. The parties further agree that PROVIDER shall fully indemnify IST or Customer for all costs, expenses and losses suffered as a result of a breach of this agreement by PROVIDER.
- 16.8 The parties hereby acknowledge that all such Confidential Information is owned solely by IST or Customer, shall remain the exclusive property of IST or Customer and constitutes valuable trade secrets of IST or Customer and that the unauthorized disclosure of such information by PROVIDER will cause irreparable harm to IST or Customer.

17.0 Public Disclosure and Communications

PROVIDER agrees not to disclose the terms and conditions of this Agreement or any Statement of Work, including, but not limited to, fees for services performed hereunder, to third parties, including, but not limited to, the Customer, without the express written consent of IST, except as may be required by law or governmental rule or regulation. Additionally, PROVIDER agrees to refrain from making any statements (written or oral) to third parties, including IST's Customers, which would tend to place IST, in an uncomplimentary or unfavorable light. If PROVIDER makes any such statements, IST may immediately terminate this Agreement.

18.0 Relationship

PROVIDER's relationship to IST under this Agreement shall be solely that of an independent contractor, and the parties shall conduct themselves accordingly. This Agreement is not intended to create an employment relationship, nor do the parties intend to create a partnership or joint venture. PROVIDER agrees and acknowledges, when signing this document, that the PROVIDER is not an employee of IST. IST shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the PROVIDER for performing Services under this Agreement. All such costs shall be the PROVIDER's responsibility. PROVIDER agrees and acknowledges that the PROVIDER is not entitled to any of the benefits made available to employees of IST. PROVIDER waives, discharges and releases any claim for any employee benefit offered by IST or any of its parent, subsidiary or affiliated companies. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical/dental/vision insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock option participation, holiday/vacation/sick pay, separation pay or any other employee benefit of any type or description. Additionally, PROVIDER is not authorized to act as IST's representative nor agent for any purpose, and has no authority to, and shall not make any warranties or representations or create any obligations on IST's behalf.

19.0 Amendment

This Agreement may not be amended, modified, or altered except in writing and duly signed by the parties so bound.

20.0 Notification

Except as otherwise specifically stated herein, all notices hereunder shall be in writing, sent by certified mail or nationally recognized overnight delivery services or fax transmission with receipt verified, addressed to the parties at the addresses set forth above, and if to IST, Attention: Legal Department.

21.0 Advertising and Use of Trademark

- 21.1 PROVIDER shall not use IST's logo, service marks, or trademarks without the express written consent of IST and nothing contained herein is intended to, or shall be construed to grant PROVIDER any license or right regarding IST's logo, service marks, trademarks, trade name or logo.
- 21.2 Under no circumstance shall PROVIDER use the name, logo, service marks, trademarks or other protected property of Customer in its own marketing materials. Any violation of this provision shall be a material breach of this Agreement.

22.0 Indemnification

- 22.1 Without limitation as to amount anything to the contrary in this Agreement notwithstanding, PROVIDER agrees to indemnify IST, assumes the defense of and saves and holds IST harmless from any and all liability, claims, demands, damages, reasonable expenses and court costs for personal injury to or death of PROVIDER and for damage to, or destruction or loss, consequential or otherwise, to or of any and all property, real and personal ("Property"), including, without limitation, Property of IST or any person or persons, to the extent such personal injury, death and/or Property damage, destruction and/or loss: (a) arises from any negligent, reckless or wrongful act or omission or willful misconduct of PROVIDER in performance under this Agreement; or (b) from any breach of representations and warranties specifically set forth herein; or (c) was caused by the Services provided by PROVIDER under this Agreement. Excluded from this indemnification provision are those injuries or deaths of persons and damage, destruction or loss to or of Property, to the extent caused by the negligence or willful misconduct of IST or any third Party. The preceding notwithstanding, in no event shall PROVIDER have any obligation under this Agreement to the extent a claim hereunder is caused by or results from the material modification of the Equipment by the Customer, use of the Equipment inconsistent with IST's specifications by the Customer or the unforeseeable use of the Equipment by the Customer in conjunction with equipment or software not provided or approved by IST.

23.0 Limitation of Liability

Except as otherwise provided herein, or as to a breach of PROVIDER'S obligations set forth in or pursuant to this Agreement, in no event shall PROVIDER claim any liability from IST for any consequential, indirect incidental, special, punitive or exemplary damages, including, but not limited to loss of use, loss of data, loss of business and loss of profits arising from or related to this Agreement, even if PROVIDER has been advised of the possibility of such losses or damages.

24.0 Non-Solicitation

The parties agree that for the duration of this Agreement, and for a period of one (1) year thereafter, they shall refrain from direct solicitation for employment of any employees of the other Party unless otherwise authorized by the other Party in writing.

25.0 Force Majeure

Neither Party will be considered in default or liable for any delay or failure to perform any provision of this Agreement if such delay or failure arises directly or indirectly out of an act of God, war, acts of the public enemy, freight embargoes, strikes, quarantine restrictions, unusually severe weather conditions, insurrection, riot, and other such causes beyond the control of the Party responsible for the delay or failure to perform. Each Party shall (a) promptly notify the other in writing of any such event of force majeure, the expected duration thereof, and its anticipated effect on the ability of such Party to perform its obligations hereunder and (b) make reasonable efforts to remedy any such event of force majeure.

26.0 Order of Precedence

To the extent that any terms of the Statement of Work conflict with the terms of this Agreement, this Agreement shall govern unless explicitly otherwise agreed to by the parties.

27.0 Third Party Beneficiary

Customer shall be a third-Party beneficiary to this Agreement with respect to the confidentiality provisions.

28.0 Severability

In the event that any term or condition contained herein is held to be invalid or unenforceable, the remaining terms and conditions shall be unaffected and shall continue to inure to the benefit of and to be binding upon the parties hereto.

29.0 Successors

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

30.0 Assignment

PROVIDER shall not assign this Agreement, or delegate its duties hereunder, without the prior written consent of IST.

31.0 Compliance with Legal Requirements

PROVIDER agrees to comply with all federal, state, and local laws, regulations, and ordinances relative to this Agreement.

32.0 Waiver

Failure by either Party to insist in any instance upon strict conformance by the other to any term herein or failure by either Party to act in the event of a breach shall not be construed as consent to or waiver of any subsequent or continuing breach of the same or any other term contained herein.

33.0 Governing Law and Forum

The laws of the State of Kansas shall govern the interpretation and construction of this Agreement. The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be brought exclusively in the State or Federal Courts located in the State of Kansas. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including any action for declaratory relief, the prevailing Party in such action or proceeding shall be entitled to recover its court costs, including but not limited to its reasonable attorney’s fees and other out-of-pocket expenses.

34.0 Complete Agreement

This Agreement and all Exhibits attached hereto constitute the entire and exclusive agreement and understanding of the parties with respect to the subject matter hereof, and no representations, terms, or agreements, other than those set forth herein have been relied upon or shall be binding upon any of the parties or imputed to any of them.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

Installation & Service Technologies, Inc

Individual Contractor

By: _____
(Signature)

(Printed Name)

(Title)

By: _____
(Signature)

(Printed Name)