

OVATION MASTER SERVICES AGREEMENT

This Agreement ("Agreement") is made between Ovation Data Services, Inc. ("Ovation") and _____ ("Customer") (sometimes individually a "Party" and collectively the "Parties") to enable Customer to receive Services from Ovation under the terms contained in this Agreement.

In consideration for the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The Services to be supplied by Ovation are described in the Project Description that is attached hereto as Appendix A and made a part hereof. The Project Description contains a description of the Services, Work Product, Service Fees and Schedule to which the parties have agreed (the "Services"). This Agreement is nonexclusive and does not commit Customer to purchase any minimum quantity of services, except as specifically set out in any Project Description.

2. Term/ Renewal. This Agreement will commence on the later of the two Execution Dates on the signature page (the "Effective Date") and shall remain in effect for one (1) year from the Effective Date. This Agreement will automatically renew at the end of the one (1) year term, unless cancelled by either party in writing at least thirty (30) days immediately preceding the one (1) year anniversary of the Effective Date. Renewal will continue on an annual basis until cancelled as described in this paragraph or under the provisions stated in Section 9 of this Agreement.

3. Additional Project Descriptions. This Agreement is intended to apply to the Project Description attached hereto as well as any other Project Descriptions agreed to during the Term of this Agreement. Each Project Description agreed to after the Effective Date must be signed by both Parties in order to be binding. Email acceptance of a Project Description by both Parties shall also be binding.

4. Invoices and Payment. Unless a different payment schedule is specified in the Project Description, Ovation shall issue an invoice within thirty (30) days of the completion of Services rendered under a Project Description. Payment of invoices is due within thirty (30) days of receipt.

5. Confidentiality

5.1 Confidential Information. "Confidential Information" shall include the contents of this Agreement and shall also mean any and all confidential or non-public business information of either party disclosed under this Agreement. Confidential Information includes Work Product created under this Agreement.

5.2 Nondisclosure Obligations. Each Party receiving Confidential Information ("Recipient") under this Agreement agrees not to disclose the Information to any third party, nor to use the Information other than as permitted by this Agreement, unless specifically authorized by the disclosing party ("Discloser") in writing. Each Party agrees to limit access to the other Party's Confidential Information solely to the employees necessary to perform under the terms of this Agreement. The Recipient of the Confidential Information will inform each person given access to the Confidential

Information of the confidential nature of the information and of the existence and importance of the provisions of this Agreement. Upon termination of this Agreement for any reason, the Parties shall return all Confidential Information delivered under this Agreement to the Discloser.

5.3 Exclusions From Nondisclosure Obligations. The nondisclosure obligations of this Agreement shall not apply to any portion of the Discloser's Confidential Information in which the Recipient can reasonably establish in writing that: (a) the Confidential Information is part of or becomes part of the public domain through no fault of the Recipient; (b) the Confidential Information was lawfully in Recipient's possession free of any obligation of confidentiality at or prior to the time it was communicated to the Recipient by the Discloser; (c) the Confidential Information was communicated by the Discloser to an unaffiliated third party without any obligation of confidentiality; or (d) the Disclosure of the Confidential Information was in response to a valid order by a court or other governmental body of competent jurisdiction or was otherwise required by law.

6. Intellectual Property

6.1 Ownership of Work Product. Customer shall own all right, title, and interest in and to the Work Product identified in the associated Project Description, and all intellectual property rights therein, including without limitation, all copyright and trade secret rights. Ovation hereby irrevocably transfers, conveys and assigns to Customer in perpetuity all right, title, and interest to the delivered Work Product. Customer shall have the exclusive right to apply for or register patents and copyrights for that Work Product. Ovation agrees to provide any and all assistance reasonably necessary for Customer to perfect its rights in the Work Product, including executing conveyances and assisting with governmental filings at Customer's expense.

6.2 Prior Intellectual Property. Each Party will retain exclusive rights to its Background Intellectual Property Rights ("Background IPR") and nothing herein shall be construed to grant to either Party any right, title, license, sublicense, or other claim against or interest in the other Party's Background IPR. For purposes of this Agreement, Background IPR means all intellectual property rights, the ownership of which by Ovation or Customer either: (a) predates the Effective Date; or (b) is acquired or created subsequently as a result of independent development by or on behalf of Ovation or Customer. "Intellectual Property Rights" means all rights and inventions, patents, trademarks, service marks, designs, copyrights, know-how, show-how, trade secrets, confidential information, databases, and other similar rights.

6.3 Ovation's Software Used In Providing Services. Customer acknowledges that Ovation will use its own proprietary software and technology, or licensed software and technology for which Ovation has rights, to prepare the Work Product identified in the subject Project Description, and all right, title, and interest in and to that software and technology shall remain with Ovation. No license thereto is provided to Customer. Ovation is providing Services under this Agreement and is not hired to invent or to perform research and development for Customer.

6.4 Trademarks. Trademarks belonging to Ovation may be used in advertising and other appropriate circumstances with the written permission of Ovation.

7. Limited Warranty.

7.1 Limited Warranty/Remedy. OVATION DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED OTHER THAN THOSE EXPLICITLY STATED HEREIN. OVATION DOES NOT WARRANT AGAINST THE TRANSCRIPTION OF DATA INACCURACIES THAT ARE DUE TO INACCURATE DATA PROVIDED BY CUSTOMER. TO THE EXTENT THAT ERRORS OCCUR DUE TO HUMAN OR MECHANICAL ERROR ON THE PART OF OVATION, THE REMEDY FOR SUCH ERRORS SHALL BE LIMITED TO THE CORRECTION OF SUCH ERRORS BY OVATION. IN NO EVENT SHALL THE DAMAGES OR COMPENSATION FOR SUCH ERRORS EXCEED THE AMOUNT PAID FOR THE SERVICES ASSOCIATED WITH THE SUBJECT PROJECT DESCRIPTION. ALL THIRD PARTY MANUFACTURER WARRANTIES, IF ANY, ARE PASSED ONTO THE CUSTOMER.

7.2 Liability Limitation. In no event shall Ovation be liable for consequential, incidental, indirect, or special damages, including commercial damages and lost profits, however caused and regardless of legal theory or foreseeability, which directly or indirectly arise under this Agreement.

8. Customer's Liability and Indemnification.

Customer warrants that it has title or otherwise has rights, including intellectual property rights, to any data, other information, and materials provided to Ovation under this Agreement. Customer shall indemnify, hold harmless, and defend Ovation, its officers, directors, employees, agents, and affiliates, from any and all claims, demands, losses, costs, expenses, liabilities, damages, and attorney's fees incurred by or asserted against Ovation by any third party that is based upon an allegation that the use of data, information, and/or materials delivered by Customer to Ovation under this Agreement infringes any U.S. patent, trademark, copyright, or other intellectual property rights of the third party, or constitutes a misappropriation of trade secrets. Ovation shall give prompt written notice to Customer upon receiving notice of any claim that could result in Customer indemnifying Ovation. Customer shall conduct the defense of such claim.

9. Termination

9.1 Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties.

9.2 Termination for Breach. In the event of a material breach of this Agreement by a Party, the other Party may notify the breaching Party of such breach in writing, and, if such breach is not cured within thirty (30) days of such notification, such notifying Party may immediately terminate this Agreement. If thirty (30) days is not a reasonable time period in which to cure the breach, then the time period for cure shall be extended to a reasonable time.

9.3 Survival of Terms/Payment. Sections 4 and 5 shall survive the termination of this Agreement. Moreover, Customer shall pay Ovation for any Work Product completed as of the time of termination of this Agreement.

9.4 Waiver. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision of this Agreement or any Project Description that may be in place between the Parties.

10. Notices. All notices required or permitted to be given hereunder will be in writing, will make reference to this Agreement, and will be delivered by hand, facsimile, prepaid air courier, or by certified mail, postage prepaid, addressed to the addresses shown below. Such notices shall be deemed served when received by addressee, or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either Party may give written notice of a change of address, and, after notice of such change has been received, any notice or request will thereafter be given to such Party at the changed address.

11. Technical Representatives. The following authorized representatives are hereby designated for this Agreement:

OVATION:

Mr. Brian Naquin
Ovation Data Services, Inc.
9101 Jameel Road, Suite 180
Houston, Texas 77040-6015
Tel: 713-464-1300 ext. 1652
Fax: 713-464-1615
Email: brian.naquin@ovationdata.com

CUSTOMER:

Name: _____
Company: _____
Address: _____

Tel: _____ Fax: _____
Email: _____

12. Insurance. Ovation shall provide insurance to cover the replacement value of the media (e.g., magnetic tape) on which any digital data is stored, but will not provide insurance to cover replacement of or the value of the digital data stored on the media.

13. Independent Contractor. Ovation shall provide services under this Agreement as an independent contractor. Ovation shall in no way be construed to be acting as an agent or representative of Customer, and Ovation has no power to act for or to legally bind Customer.

14. Entire Agreement. This Agreement, including the appendix entitled "Project Description", constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the Parties. No amendments or modifications to this Agreement shall be effective unless in writing and signed by an authorized representative of both Parties.

15. Assignment. Neither party may sell, assign, transfer, convey, pledge, encumber or otherwise dispose of this Agreement, or any of the rights or duties under this Agreement, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

However, Ovation may subcontract Services provided hereunder without prior written consent of Customer. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns.

16. Severability. Each provision and term of this Agreement is intended to be severable. If any provision or term hereof is found to be illegal or invalid for any reason whatsoever, therefore, such illegality or invalidity shall not affect the validity of the balance of this Agreement, and the Parties shall substitute for the affected provision an enforceable provision which approximates as nearly as possible the intent and economic benefit of the affected provision.

17. Governing Law/Venue. It is understood and agreed that this Agreement shall be governed by, construed, and enforced in accordance with, and subject to, the laws of the State of Texas. Exclusive venue for any action brought pursuant to the terms of this Agreement shall be in Harris County, Texas.

The Parties, intending to be legally bound by its terms, have caused this Agreement to be executed by their authorized representatives on the dates set forth below.

18. Arbitration. Any dispute or controversy arising out of or with respect to this Agreement, for which there is not jurisdiction in federal court, shall be arbitrated in Houston, Texas under the Commercial Arbitration Rules of the American Arbitration Association. Any decision by the arbitrator shall be final, binding and conclusive with regard to any judgment or award entered in any court having jurisdiction to enforce it.

Ovation Data Services, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____

Ovation's Address for Notice Purposes:

Mr. Gregory G. Servos
Ovation Data Services, Inc.
9101 Jameel Rd, Suite 180
Houston, Texas 77040-6015
Tel: 713-464-1300
Fax: 713-464-1615
Email: gregory.servos@ovationdata.com

Customer:

By: _____
Printed Name: _____
Title: _____
Date: _____

Customer Address for Notice Purposes:

Name: _____
Company: _____
Address: _____

Tel: _____
Fax: _____
Email: _____

OVATION MASTER SERVICES AGREEMENT

APPENDIX A
PROJECT DESCRIPTION NO. 1

1. SERVICES

2. WORK PRODUCT

3. SERVICE FEES

4. SCHEDULE FOR SERVICES