**MASTER SERVICE AGREEMENT**

This MASTER SERVICE AGREEMENT (“Agreement” or “Subcontract Agreement”) is made and entered into on

, 20 , (“Effective Date”) by and between SRIMATRIX INC, a Texas corporation with Fed ID# 47-1281040 and \_, a corporation (“Subcontractor”) with Fed ID#\_ .

**RECITALS**

A. SRIMATRIX is or may become a party to an agreement for services and solution with a “Customer” (or

“Customers”), as defined in section 2.3 below, for the provision of services and solutions to its Customers.

B. SRIMATRIX desires to subcontract to Subcontractor certain services and solutions to be provided under the agreements with such Customers (“Customer Agreements”).

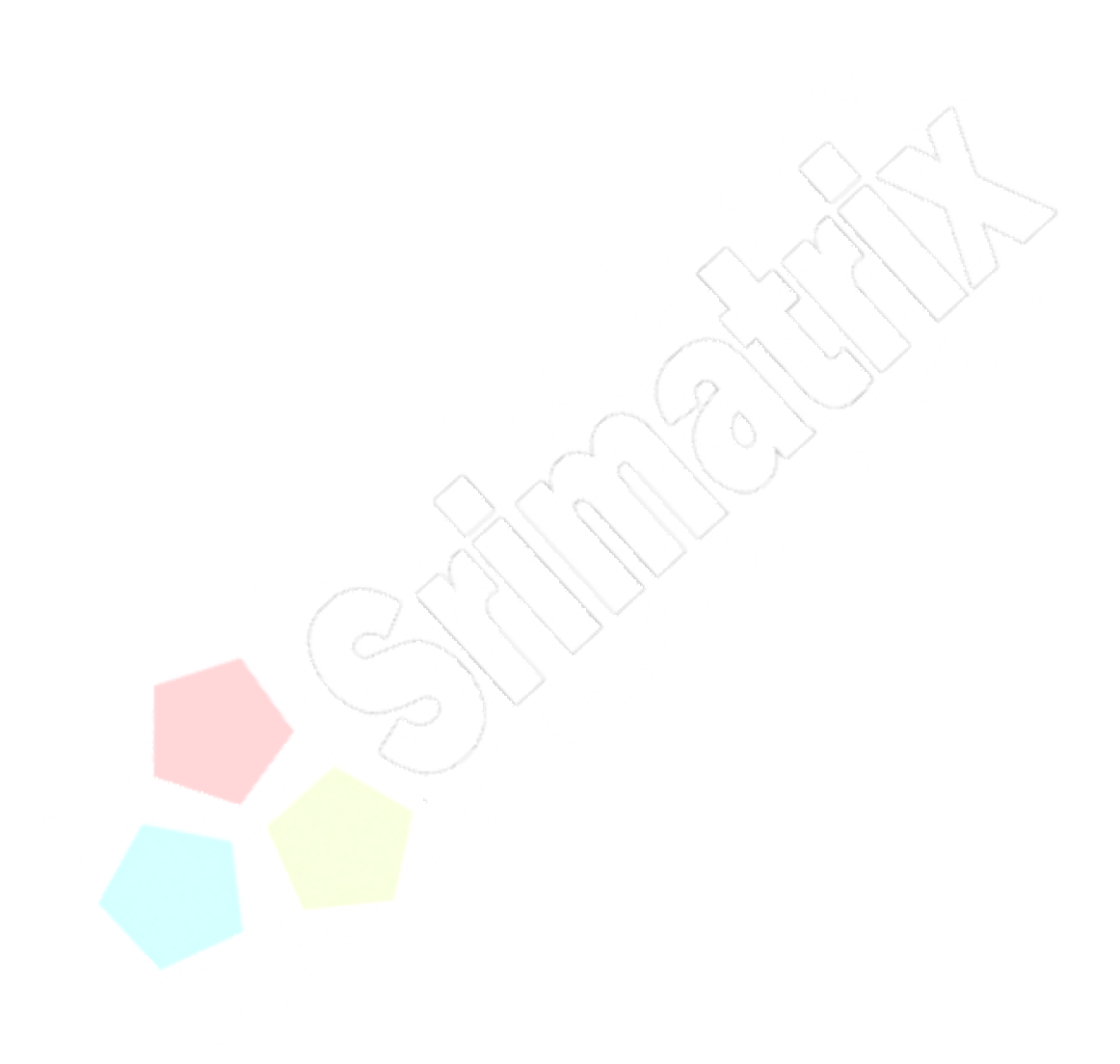
C. Subcontractor is willing to act as a subcontractor to SRIMATRIX under the terms and conditions in this

Agreement.

**AGREEMENT**

**1. SCOPE OF ASSIGNMENT**

1.1 Scope of Work. Subcontractor will provide the services, deliverables, or other materials to customers as set forth in one or more Work Orders attached as “Work Order”. Each Work Order shall be effective, incorporated into, and form a part of this Agreement when duly executed by both parties. If there is a conflict between this Agreement and any Work Order, the Work Order shall govern.



1.2 Location. The Services shall be provided by Subcontractor at the locations specified in the Work Order.

1.3 Material Terms. Subcontractor shall at all times comply with all material terms of the Customer Agreement and the specific undertakings set forth herein.

**2. CONDITIONS OF PERFORMANCE**

2.1 Continuity and Replacement. Subcontractor will use its best efforts to ensure the continuity of its employees assigned to a Work Order. Subcontractor will not charge SRIMATRIX for replacement personnel until SRIMATRIX and Subcontractor agree that each replacement has acquired the necessary orientation and background to be productive. SRIMATRIX will not agree that a replacement has acquired the necessary orientation and background until the Customer concurs. Charges for replacement personnel shall not exceed the agreed rates for the personnel replaced. If SRIMATRIX becomes dissatisfied with any Subcontractor personnel providing services, SRIMATRIX shall notify Subcontractor and the Subcontractor shall promptly remedy the problem, but no longer than 5 business days.

2.2 Customer Procedures. Subcontractor personnel must observe and comply with Customer's procedures, rules, regulations, policies, working hours, and holiday schedules, including without limitation, all procedures, rules, and policies governing safety, security, and protection of Customer's confidential information. Subcontractor will minimize any disruption to Customer's normal business operations. If any Subcontractor employee performing services is unacceptable to SRIMATRIX or Customer for any reason, Subcontractor shall immediately take appropriate corrective action. SRIMATRIX has the sole discretion to assess the performance capability and acceptability of assigned Subcontractor Personnel and to request their removal or replacement.

2.3 Non-Competition and Non-Solicitation. During the term of this Agreement and for twelve months after its termination, Subcontractor shall not -

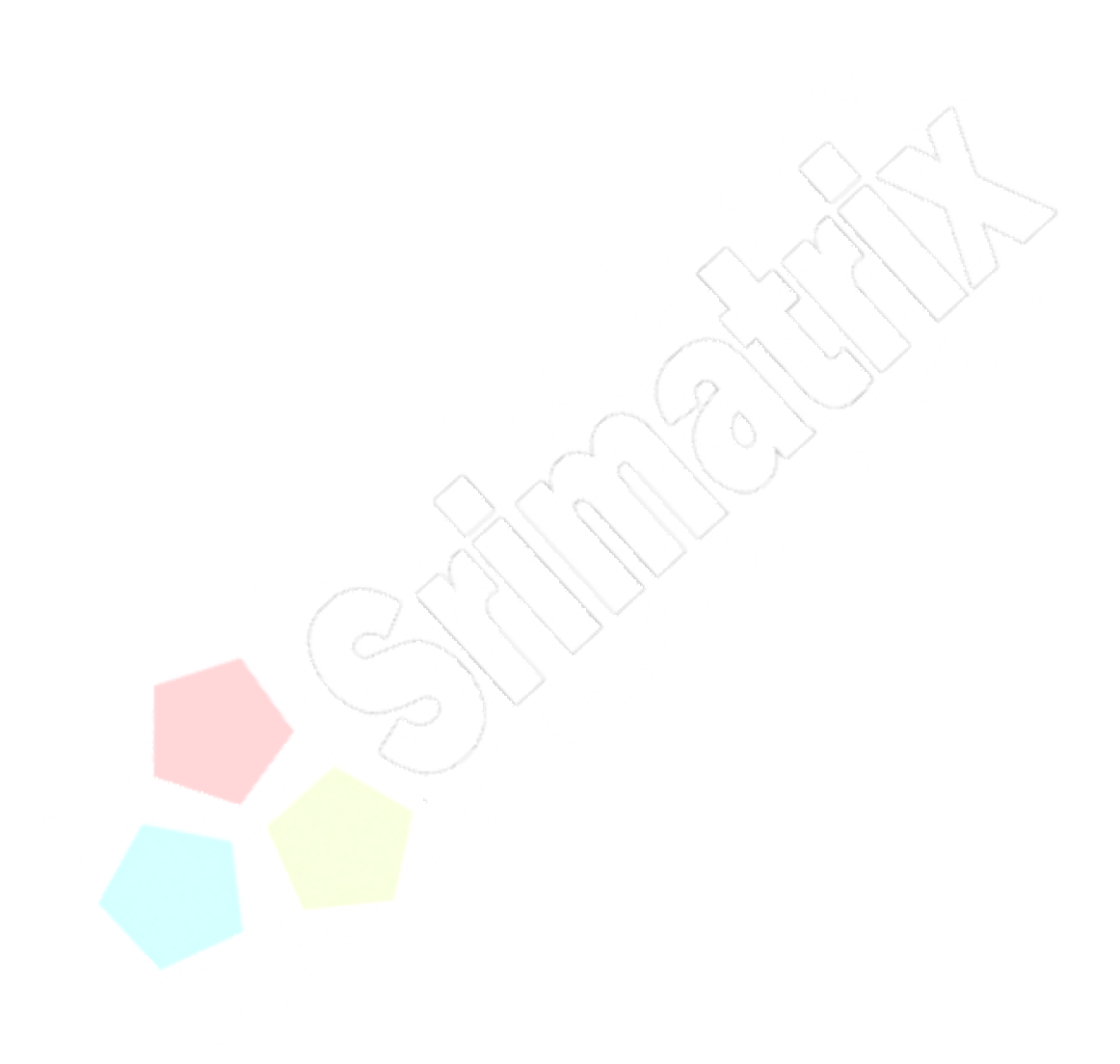
a. Call on, solicit, or assist others in soliciting any Customer for which Subcontractor was engaged or introduced by SRIMATRIX during the twelve months prior to termination of this Agreement for the purposes of providing any product or service competitive with the products or services of SRIMATRIX;

b. Advise any Customer to cease or curtail doing business with SRIMATRIX.

c. Solicit or advise any employee, independent contractor or subcontractor of SRIMATRIX or Customer to terminate a relationship with SRIMATRIX or its Customer for any reason; or

d. Enter into a business arrangement with any person or firm who was a Customer of SRIMATRIX.

For the purposes of this Agreement, “Customer” shall mean (i) customers that SRIMATRIX is actively billing or has billed within the twelve months prior to the termination of this Agreement and (ii) customers and prospective customers that SRIMATRIX has actively called on during the twelve months prior to the termination of this Agreement where Subcontractor or its personnel are or have been assisting in a sales process to procure new business, are of have been offered an assignment or been assigned. Subcontractor agrees to ensure that its employees and independent contractors will be bound by this Section 2.3. If this clause breach then the penalty shall be determine by law.



**3. TERM AND TERMINATION**

3.1 Termination for Convenience. Subcontractor shall start work as of the date set forth in the attached Work Order and shall stop work upon completion of its obligations to SRIMATRIX and Customer. SRIMATRIX may terminate this Agreement or any Work Order, in whole or in part, immediately upon written notice if Customer terminates work under the Customer Agreement which has been subcontracted to Subcontractor. SRIMATRIX may terminate this Agreement or any Work Order, in whole or in part, for SRIMATRIX’s convenience, and without cause. Notice of termination of any Work Order shall not be considered notice of termination of this Agreement or any other Work Order unless specifically stated in the notice. Upon termination, SRIMATRIX ‘s sole obligation to Subcontractor shall be to pay Subcontractor for all work completed in accordance with this Agreement and approved expenses incurred through the date of termination. The subcontractor may terminate this agreement at anytime providing 15 days written notice to SRIMATRIX.

3.2 Termination for Cause. If the Subcontractor breaches this Agreement, SRIMATRIX may (reserving all other remedies and rights under this Agreement, at law, and in equity) terminate any or all Work Orders or this Agreement for cause, in whole or in part, by giving written notice to the Subcontractor. The termination shall not be effective if the Subcontractor cures the breach within five days after SRIMATRIX delivers the notice, or such longer period as SRIMATRIX may approve in writing in its sole discretion. SRIMATRIX has the right to specify a shorter cure period if SRIMATRIX, in its sole discretion, determines that a shorter period is necessary to prevent a breach of the Customer Agreement or to mitigate or avoid other material claims or liability arising out of, or in any way related to, the Subcontractor’s breach. As used herein, a breach means a Subcontractor failure to -

(i) Deliver work products or perform the services within the time specified in this Agreement;

(ii) Make progress, so as to endanger timely delivery of work products or services under this Agreement; or

(iii) Perform any other requirement of this Agreement.

A failure to make progress includes without limitation, circumstances in which the Subcontractor -

(iv) Ceases conducting business substantially as it was conducted on the date this Agreement was signed; (v) Files for bankruptcy, reorganization, liquidation, receivership, insolvency, or similar proceedings, or has

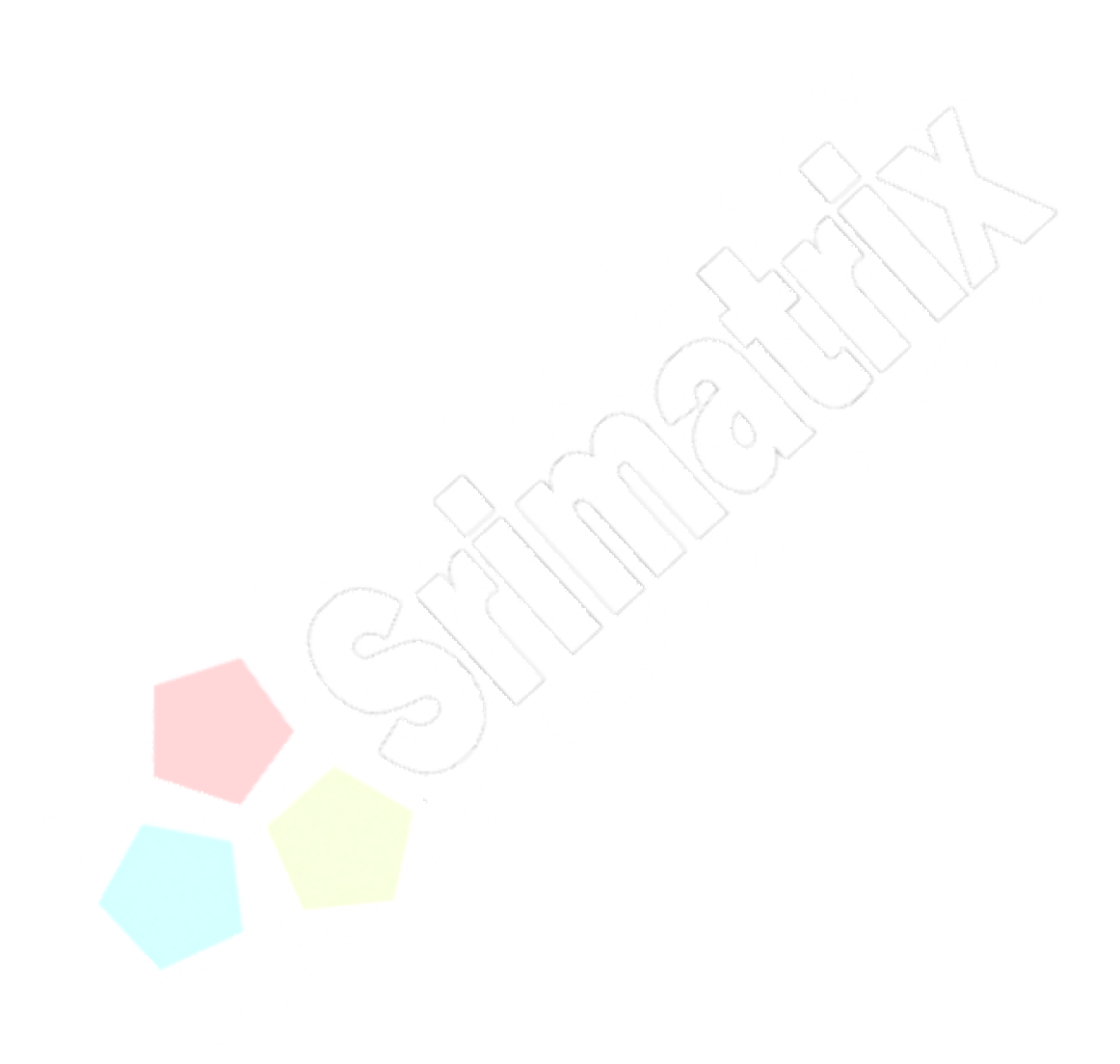
such proceedings filed against it;

(vi) Becomes generally unable to pay its debts as they become due; or

(vii) Fails to promptly pay its employees.

**4. PAYMENT**

4.1 Payment and Expenses. SRIMATRIX shall pay Subcontractor according to the fixed prices or time and materials charges set forth in each Work Order. Any hours worked in excess of eight hours in any one day or on Saturdays, Sundays, or holidays shall be at no additional cost to SRIMATRIX, unless specifically authorized in advance in writing. Subcontractor may be reimbursed for reasonable expenses incurred in performing services, provided that Subcontractor has (i) received written approval from SRIMATRIX before incurring the cost or expense; (ii) detailed such costs and expenses on a form acceptable to SRIMATRIX in accordance with SRIMATRIX and Customer expense policies; and (iii) submitted supporting documentation satisfactory to SRIMATRIX and Customer. SRIMATRIX has the sole right to negotiate and establish fees, charges, and all other conditions of performance with the Customer. Neither Subcontractor nor its personnel shall discuss, negotiate, or attempt to negotiate rates, fees, charges, work scope, or any other terms or conditions of performance with the Customer. A violation of this prohibition may result in immediate termination of this Agreement or the affected Work Order or the immediate removal or replacement of personnel responsible for the violation.



4.2 Payment Terms and Invoices. Unless other payment terms are specified on the Work Order, Subcontractor shall submit invoices to SRIMATRIX for worked approved hours in monthly basis. SRIMATRIX shall process the payment to Subcontractor based on choose option from section 4.3. Any invoice without proper documentation or approved timesheets will be voided. The payment shall not process to Subcontractor without the invoices. In addition, the invoices must be received by SRIMATRIX within 60 days following the month in which services were provided. Failure to submit invoices within 60 days will result in forfeiture of payment for those services. Subcontractor has thirty (30) days from receipt of payment to bring to the attention of Contractor any payment discrepancies. Failure to reconcile and report discrepancies to Contractor within thirty (30) days of payment may result in non-payment of said claim. If Customer withholds payment with respect to a Work Order for any reason, SRIMATRIX shall have no obligation to pay Subcontractor unless and until SRIMATRIX is first paid by Customer, if ever situation occur then the written communication will be provided. The below documents must be submitted to [account@srimatrix.co](mailto:account@srimatrix.com)m with or before 1st invoice:

- Signed W-9 form

- Certificate of Insurance. Insured to "SRIMATRIX INC". Please refer section 10.3 for requirements.

- I-9 of consultant with supporting documents.

- Consultant's valid work authorization document.

- Consultant's photo identification (driver's license, passport etc.)

Please note that the payment will not be processed without above documents at any cost.

4.3 Payment Terms and Options (Write Option Number): ......... For ACH........ (Yes/No)

- Net payable period begins on the day that the invoice is received by Srimatrix Inc and not the date printed on the invoice.

- The net payable period will begin on the day that we receive a correct invoice and not the date printed on the invoice. The correct invoice refer to supported by approved timesheets and hours.

- If your company would like to get paid via ACH, then please let us know and we will ask for the necessary

information and there will be $10 bank fee per transaction.

Option 1: Net 35 days

. - Payments are made via company check mailed to the address listed on Purchases Order.

- Checks will be mailed via USPS. Srimatrix Inc is not responsible for any lost or delays in mailing.

Option 2: Net 30 days

- Payments are made via company check mailed to the address listed on Purchases Order.

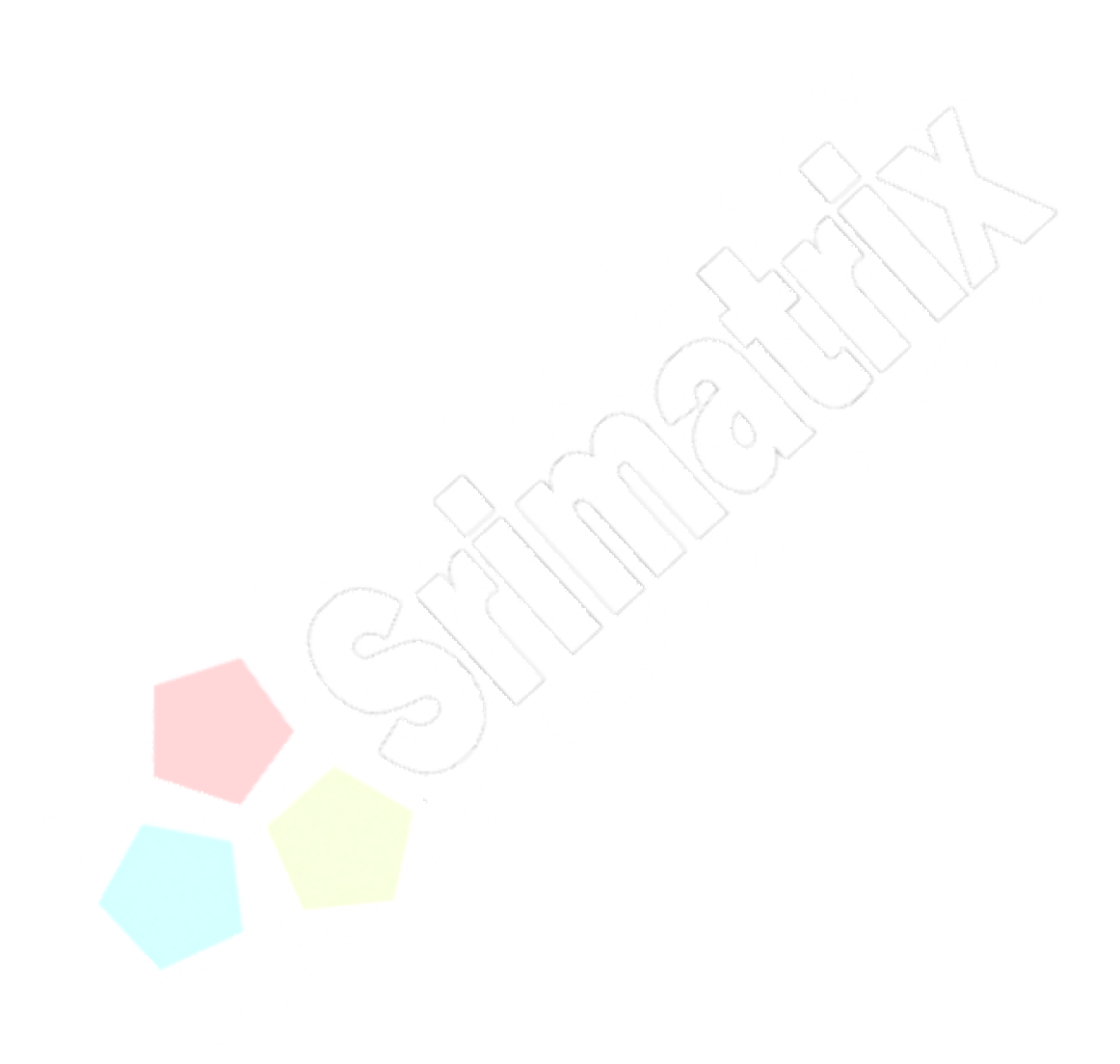
- Checks will be mailed via USPS. Srimatrix Inc is not responsible for any lost or delays in mailing.

- There will be 1% fee for gross billed amount.

**5. OWNERSHIP**

5.1 SRIMATRIX Ownership Rights. SRIMATRIX shall have exclusive ownership rights to all works, information, and materials developed or created under each Work Order and to all materials, information, and deliverables prepared under this Agreement or developed as a result of services performed under this Agreement and all such works shall be deemed to be works made for hire. To the extent that exclusive title and ownership rights may not originally vest in SRIMATRIX as contemplated hereunder or works, information, and materials are not

deemed works made for hire, Subcontractor hereby irrevocably assigns, transfers, and conveys to SRIMATRIX all right, title, and interest therein and shall take all steps necessary to make this assignment of rights valid and effective. Subcontractor and its personnel shall give SRIMATRIX and any SRIMATRIX designee, all reasonable assistance and execute all documents necessary to assist and enable SRIMATRIX and its designees to perfect, preserve, register, and record their rights in such work, materials, information, and deliverables. Immediately upon request of SRIMATRIX or upon the termination, cancellation, or expiration of each Work Order or this Agreement, Subcontractor and its personnel shall turn over to SRIMATRIX (i) all materials, information, and deliverables (including without limitation, works in progress, notes, records, tools, models, drafts, and working papers) prepared or developed as a result of this Agreement or any Work Order: and (ii) all Customer or SRIMATRIX documents, information, or other materials held by or on behalf of Subcontractor, together with all copies thereof.



5.2 Pre-existing Materials. Nothing herein shall be construed to restrict, impair, or deprive Subcontractor or its personnel of their rights or proprietary interests in materials, information, works, techniques, trade secrets, tools, software, technologies, or other products or materials that existed prior to and independent of the performance of services or provision of materials under this Agreement or any Work Order (“Pre-existing Materials”). Subcontractor shall not include any Pre-existing Materials, or third-party materials, including open- source materials, in any work, information, materials, or deliverable provided to SRIMATRIX and Customer under this Agreement unless it has received SRIMATRIX’s prior written approval.

**6. CONFIDENTIALITY**

6.1 Definition. Confidential Information (as defined below) as now exists, or which shall subsequently be developed, is, and shall remain, the exclusive property of SRIMATRIX or the Customer, as applicable. Subcontractor shall not acquire any rights whatsoever in such Confidential Information. “Confidential Information” means information disclosed to Subcontractor or its personnel by Customer or SRIMATRIX or known by Subcontractor or its personnel as a consequence of their engagement by SRIMATRIX and the work for Customer (including information conceived, originated, discovered, or developed by Subcontractor, its employees or agents, lower-tier subcontractors, and vendors), not generally known in the industry in which SRIMATRIX or Customer, as applicable, is or may be engaged, about SRIMATRIX or Customer, their development of intellectual property, and their operations. By way of illustration, Confidential Information includes, but is not limited to, Customer’s and SRIMATRIX’s trade secrets, processes, formulas, data, programs, know-how, improvements, discoveries, developments, designs, inventions, techniques, procedures, methods, machinery, devices, drawings, specifications, research, marketing plans, strategies, forecasts, new products, unpublished financial statements, budgets, projections, licenses, prices, costs, and customer and supplier lists. Confidential Information shall *not* apply to the following information:

(i) Information known to Subcontractor prior to its engagement by SRIMATRIX and not obtained or derived from information provided by SRIMATRIX or Customer or though its engagements under this Agreement;

(ii) Information available to the general public other than through acts or omissions attributable to

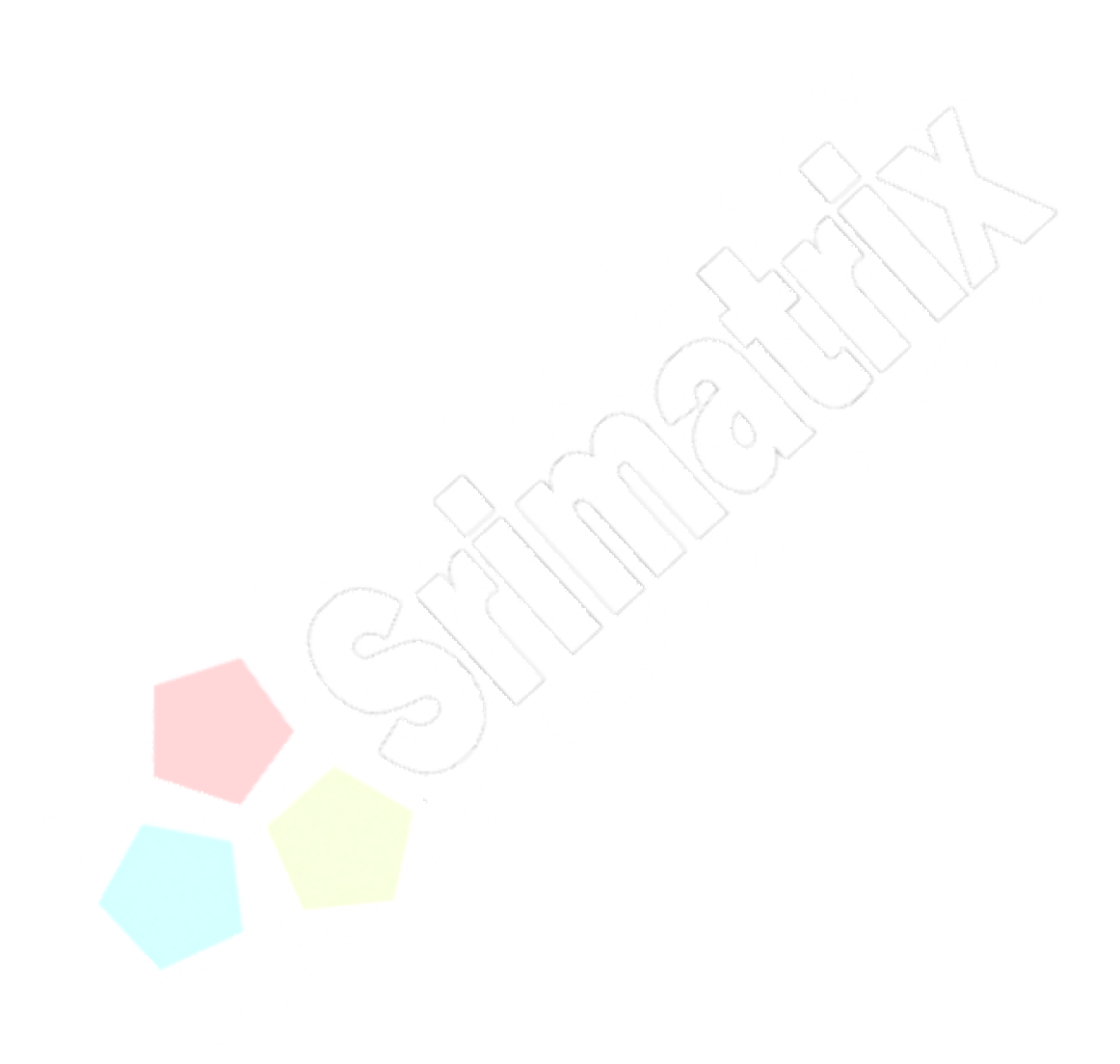
Subcontractor; or

(iii) Information obtained from a third party who is lawfully in possession of the same and who is not subject to a confidentiality or nonuse obligation owed to SRIMATRIX, Customer, or others with respect to that information.

6.2 Authorized Use. Subcontractor may only use Confidential Information to the extent reasonably necessary for the performance of Subcontractor’s responsibilities under this Agreement. This permission expires upon termination of this Agreement or upon notice from SRIMATRIX. Except as required by the performance of Subcontractor’s services hereunder, Subcontractor shall not, either during or after the term of this Agreement, disclose any Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose unless expressly permitted by SRIMATRIX, in writing, or unless required by law. If disclosure is required by law or by the order of a court or similar judicial, administrative, or legislative body, the Subcontractor must promptly notify SRIMATRIX and the Customer in writing and cooperate with them in any lawful action to contest or limit the scope of the required disclosure. Subcontractor shall not use Confidential Information in any manner other than to further SRIMATRIX’s or Customer’s business. Upon termination of this Agreement, Subcontractor shall immediately return all Confidential Information or other property of SRIMATRIX or Customer.

**7. LIMITATION OF LIABILITY**

EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ADVANCED FOR SUCH DAMAGES (INCLUDING WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY) EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SRIMATRIX shall not be liable to Subcontractor for amounts in excess of the amounts paid to Subcontractor under each Work Orders giving rise to the damages. The parties agree that amounts stated herein are fair under the circumstances and that the prices reflect this limitation of liability.



**8. INDEMNITY**

8.1 Indemnity. Subcontractor shall defend, indemnify, and hold harmless SRIMATRIX and Customer and their respective affiliates, subsidiaries, officers, directors, employees, and agents from any and all claims, losses, demands, attorneys’ fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits arising out of this Agreement or the Subcontractor’s breach of any warranties set forth herein.

8.2 Intellectual Property Indemnity. Subcontractor further agrees to indemnify and hold SRIMATRIX, each Customer Entity, and their respective officers, directors, employees, and agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) associated with any claim or action against SRIMATRIX or the Customer, or their respective subsidiaries and affiliates, officers, directors, employees, and agents for actual or alleged infringement of any patent, copyright, intellectual or industrial property right or any other similar right (including, but not limited to, misappropriation of trade secrets) based on any deliverables, information, materials, works, products, or services furnished by Subcontractor under this Agreement or the use thereof by SRIMATRIX or Customer. Subcontractor agrees to give SRIMATRIX and Customer prompt written notice of any threat, warning, or notice of any such claim or action that could have an adverse impact on Customer's use or possession of same. Subcontractor shall have the right to conduct (i) the defense of any such claim or action and, (ii) consistent with SRIMATRIX’s and Customer's rights hereunder, all negotiations for its settlement. Customer and SRIMATRIX may participate in such defense or settlement negotiations to protect their interests. If SRIMATRIX’s or Customer’s use of any deliverables, information, materials, works, products, or services, or any portion thereof are enjoined under any final award or settlement, SRIMATRIX or Customer, at their option, may direct the Subcontractor, at its expense, to procure the right to continue using the Work Products or Services, replace the Work Products or Services or infringing portion thereof with a non-infringing product, or modify the Work Products or Services so they become non-infringing.

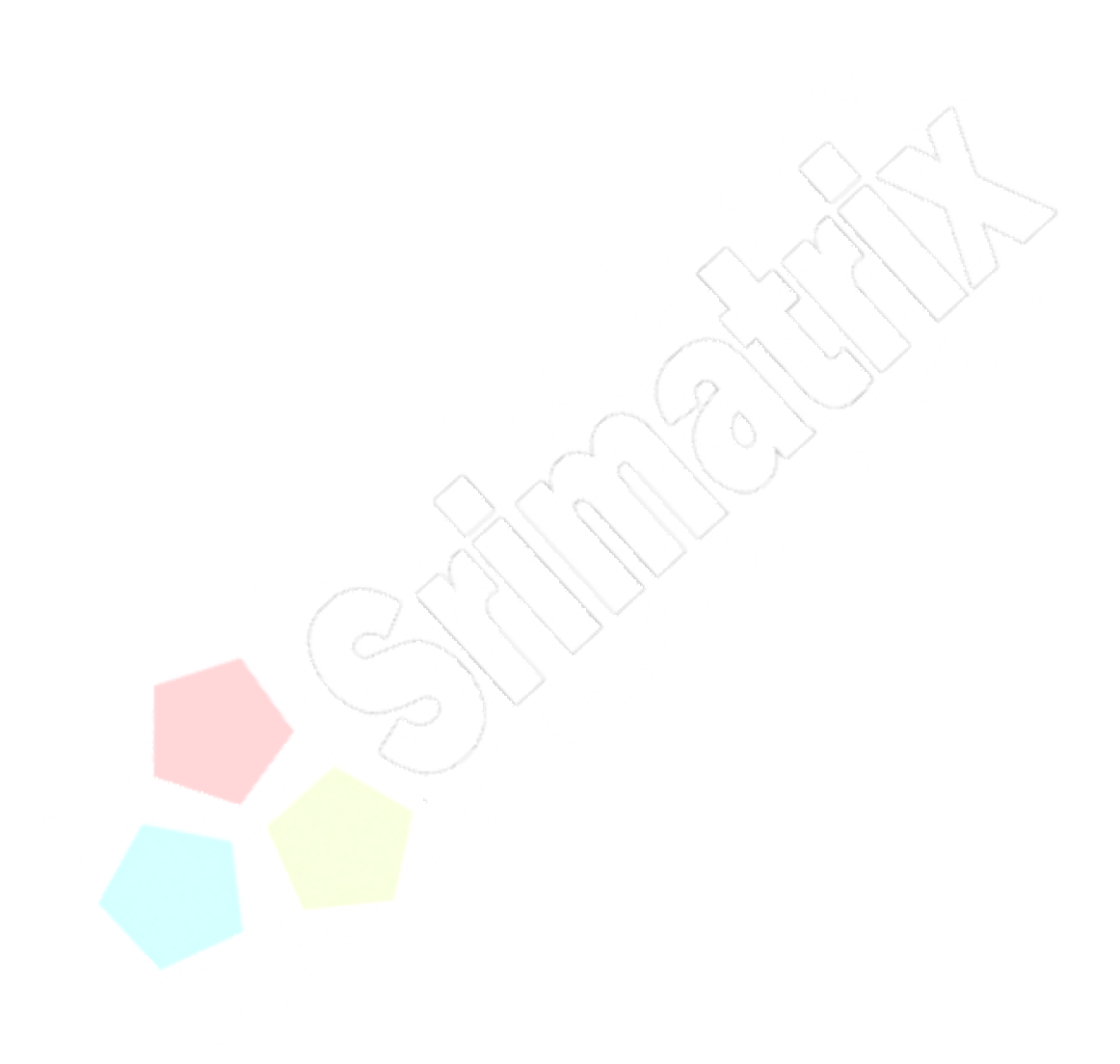
**9. WARRANTIES**

9.1 Warranties. Subcontractor warrants that (i) it has the authority and the right to enter into this Agreement and each Work Order, to perform services and provide materials, information and deliverables hereunder, and that its obligations hereunder are not in conflict with any other Subcontractor obligations; (ii) each of its employees has the proper skill, training, and background necessary to accomplish his or her assigned tasks; (iii) all services will be performed in a competent and professional manner, by qualified personnel and will conform to the requirements hereunder; (iv) neither any deliverables, information, or materials, nor the performance of any services by Subcontractor infringe upon or violate the rights of any third party and SRIMATRIX and Customer shall receive free and clear title to all works, materials, information and deliverables prepared or developed in connection with this Agreement; (v) Customer and SRIMATRIX shall have the right to use for their own purposes, any ideas, methods, techniques, materials, and information provided to or otherwise obtained by SRIMATRIX or Customer as a result of this Agreement, without restriction, liability or obligation, except as may be specified herein; (vi) it will not intentionally or negligently include in any deliverable or services provided hereunder a key, date, serial numbers, or any other signal, or any virus, Trojan horse, worm, or other software routine which operates automatically with the passage of time that disables or otherwise harms SRIMATRIX’s or Customer’s tangible or intangible property (collectively, a “Virus”); (vii) it shall take reasonable care to prevent the introduction or occurrence of a Virus in Customer’s and SRIMATRIX’s tangible and intangible property.

9.2 Compliance with Customer Agreement. Subcontractor acknowledges that it has received a complete copy of the Customer Agreement and warrants that it has read such agreement and is familiar with its terms and conditions. Subcontractor further acknowledges the “pass-through” nature of this Agreement with respect to the Customer Agreement and covenants to SRIMATRIX that Subcontractor shall at all times comply with the material provisions of such Customer Agreement.

9.3 No Other Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**10. INSURANCE**



10.1 At a minimum, Subcontractor shall procure and maintain insurance as set forth in this section at its own expense and shall furnish SRIMATRIX insurance certificates listing SRIMATRIX and the Customer as additional insured under the Commercial General Liability, Automobile, and Umbrella/Excess Liability policies. The Subcontractor’s insurance shall also comply with all additional limits, conditions or coverage specified in the Customer Agreement. SRIMATRIX and Customer shall be listed as loss payees under the other policies as their interests may appear. Upon request, Subcontractor must promptly furnish copies of required policies and endorsements. Prompt delivery of the required insurance certificates, policies and endorsements to SRIMATRIX is a condition precedent to SRIMATRIX’s obligation to pay Subcontractor under this Agreement.

10.2 All insurance required under this section shall remain in effect during the term of the Agreement and for a sufficient period after termination of the Agreement to cover claims for occurrences during the term of the Agreement. Coverage under the policies shall not be canceled, altered, not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to SRIMATRIX

10.3 Subcontractor must obtain and maintain the following insurance coverage (this requirements may vary as per the client requirements):

I. Workers’ Compensation Insurance in the amounts of the statutory limits established by the applicable jurisdiction (a self-insurer must submit a certificate from the appropriate governmental body of the applicable jurisdiction stating that Subcontractor qualifies to pay its own workers’ compensation claims), and Employer’s Liability, or Stop Gap coverage, for a minimum limit of $1,000,000. To the fullest extent permitted by law, the Worker’s Compensation/Employer’s Liability policy shall include a waiver of subrogation provision for the benefit of the SRIMATRIX and the Customer and their respective officers, agents, employees, and other contractors and subcontractors. The policy shall also be endorsed to include SRIMATRIX and Customer as alternate employers.

II. The Commercial General Liability Policy shall be written on an occurrence basis, and have a combined single limit for bodily injury and property damage of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate. Further, said limits shall be sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella/Excess Policy described below. SRIMATRIX and the customer and their respective officers, agents, employees, and other contractors and subcontractors must be named as Additional Insured. Subcontractor shall provide SRIMATRIX INC with a Waiver of Subrogation Endorsement on General Liability Policy and General Liability with Primary and Non- Contributory Endorsement.

III. Business Auto Policy (Occurrence) including liability coverage on any non-owned and hired vehicle used by Subcontractor’s personnel in the performance of this Agreement. The Business Automobile Policy shall have a minimum combined single limit for bodily injury and property damage of $1,000,000. Further, said limits shall be sufficient to ensure that there is no gap in coverage between this primary Business Auto policy and the Commercial Umbrella Policy required in this Agreement. SRIMATRIX and the customer and their respective officers, agents, employees, and other contractors and subcontractors must be named as Additional Insured and must include a waiver of subrogation provision for the benefit of the SRIMATRIX and the customer and their respective officers, agents, employees, and other contractors and subcontractors.

IV. Commercial Umbrella/Excess Policy (Occurrence), which must provide the same and broader coverage than that provided for in the above primary Workers’ Compensation/Employer’s Liability, Commercial General Liability, and Business Auto Policies. Policy limits for the Commercial Umbrella/Excess Policy Subcontractors shall have minimum combined single limits for bodily injury and property damage of

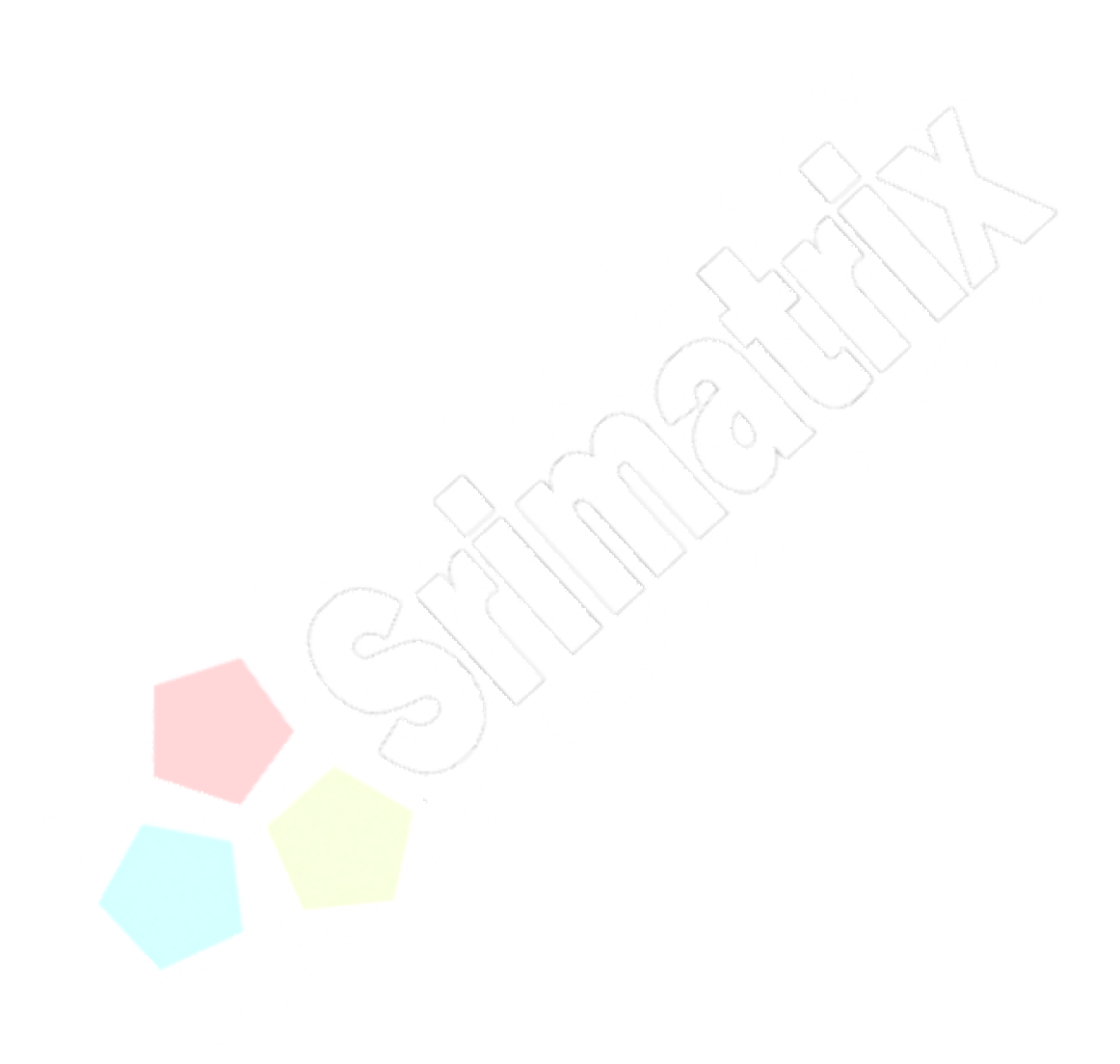
$5,000,000 per occurrence and $5,000,000 general aggregate. SRIMATRIX and the customer and their respective officers, agents, employees, and other contractors and subcontractors must be named as

Additional Insured and must include a waiver of subrogation provision for the benefit of the SRIMATRIX and the customer and their respective officers, agents, employees, and other contractors and subcontractors.

V. Professional Liability Policy/Network Technology Error & Omissions: Professional or Errors and Omissions Liability Policy providing a minimum limit of liability of $5,000,000 on a claims-made basis, and affording coverage for the errors, omissions, or wrongful or negligent acts of Subcontractor or Property Damage, Damage to equipment while at client premises (if applicable).

VI. Cyber Liability: Cyber Liability Policy providing a minimum limit of liability of $5,000,000 on a claims-made basis, and affording coverage for Data Breach and privacy.

VII. Employee Fidelity and Computer Crime: Employee Fidelity and Computer Crime Policy providing a minimum limit of liability of $1,000,000 coverage. Srimatrix and the customer to be named as "loss payee".



10.4 SRIMATRIX has the unilateral right to withhold all payments to Subcontractor until the required certificates of insurance are provided. This includes, without limitation, the right to withhold payments until expired certificates are updated for new coverage periods or during any period for which Subcontractor coverage has lapsed until insurance coverage for the full Subcontract term has been restored to SRIMATRIX’s satisfaction.

10.5 Subcontractor’s failure to obtain and maintain insurance in accordance with this section shall be a material breach. SRIMATRIX in its sole discretion may (i) immediately suspend all work under the contract until such breach is cured, or (ii) immediately terminate the Subcontract for default without notice and hold Subcontractor responsible for the additional costs and expenses incurred by reason of the breach. SRIMATRIX may offset all such costs and expenses against any amounts due Subcontractor form SRIMATRIX.

**11. RIGHT OF ACCESS**

SRIMATRIX shall have the right to access to all of Subcontractor’s work under this Agreement, at all times, during normal working hours.

**12. WORK ORDER CONTACTS**

SRIMATRIX and the Subcontractor shall each designate a person to manage and coordinate each Work

Order.

**13. MEETINGS**

SRIMATRIX and Subcontractor will communicate on a regular basis for the purpose of reviewing the effectiveness of the relationship and this Agreement. Meetings may take place as mutually agreed between the two parties. Progress meetings may be agreed upon as part of any Work Order.

**14. INDEPENDENT CONTRACTOR STATUS**

15.1 Subcontractor Not an Employee. The parties hereto are independent contractors and the employees of one Party shall not be deemed to be the employees of the other or of the Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing a joint venture, partnership, agency relationship, or formal business organization of any kind. **Subcontractor understands that neither it nor its personnel are entitled to workers’ compensation benefits or unemployment insurance benefits hereunder and they shall not receive such benefits unless such benefits are provided by Subcontractor or some person or entity other than SRIMATRIX or Customer. Subcontractor agrees to pay and file all reports with respect to local, state, federal, and foreign taxes, including withholding and FICA taxes, on any moneys earned pursuant to this Agreement.**

15.2 Subcontractor Responsible for Payments to its Personnel. Subcontractor is solely responsible for prompt payment of compensation to its personnel, whether they are employees or independent contractors. Subcontractor shall pay and report all taxes, including any income, withholding, or social welfare taxes, applicable to such personnel. Subcontractor shall bear sole responsibility for payment of any unemployment insurance, workers’ compensation, health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which Subcontractor’s personnel are entitled.

15.3 Subcontractor Responsible for Payments to Lower-tiered Subcontractors. Subcontractor is solely responsible for prompt payment of all amounts due to its lower-tier subcontractors and its vendors providing services under this Agreement.

**15. CHANGE ORDERS**

SRIMATRIX may add to, modify, or deduct from the scope or other requirements of a Work Order. Changes shall be by written amendment detailing the modifications and related changes to the applicable charges, fees, and schedule, if any. Subcontractor shall not proceed on any work that is beyond the scope of work set forth in a Work Order without prior written approval from a SRIMATRIX’s *authorized* representative.

**16. APPLICABLE LAWS**

Subcontractor shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements as may be necessary for the lawful provision of the work products and services under the terms of this Agreement.

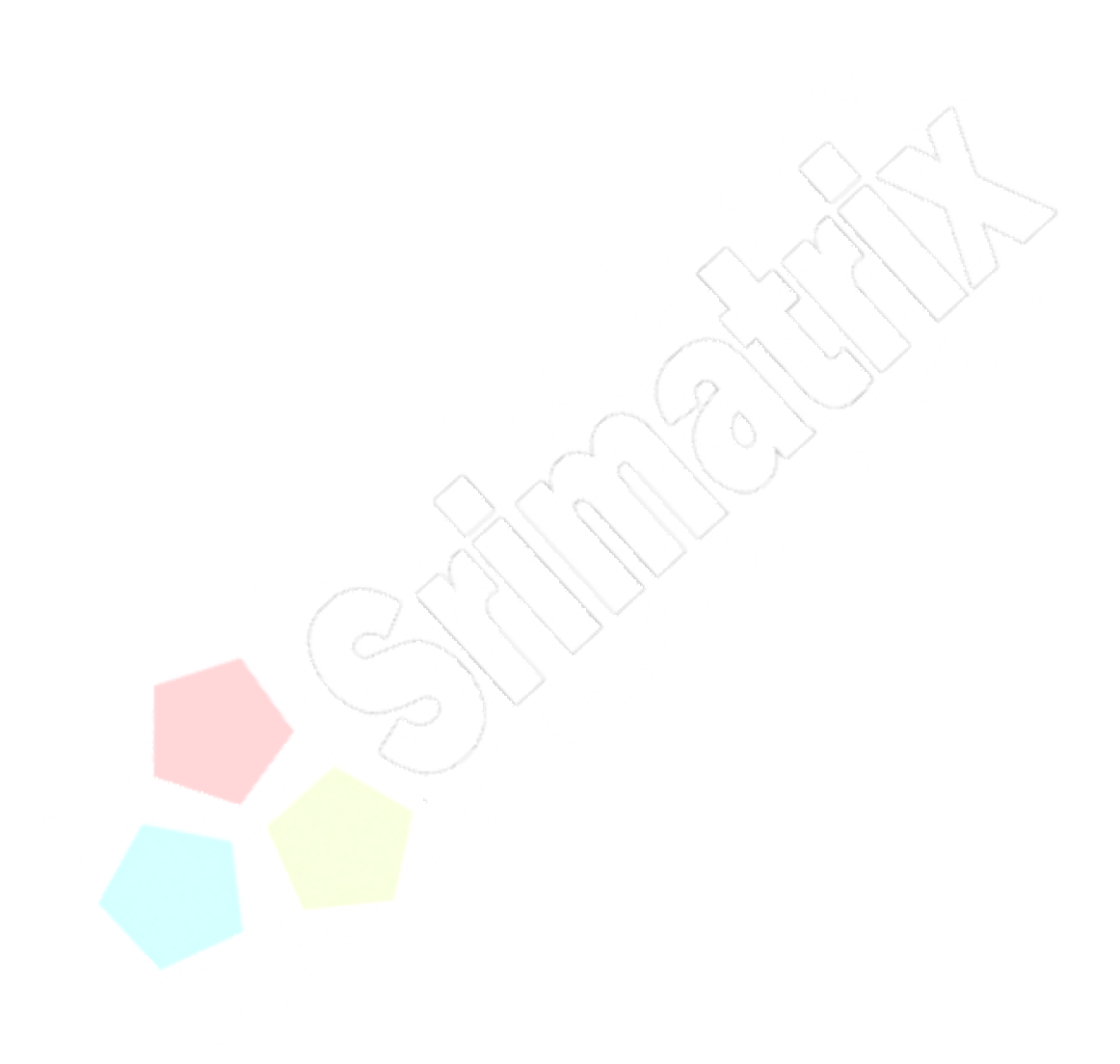
**17. SURVIVAL**

The Sections in this Agreement regarding warranties, indemnity, insurance, limitation of liability, applicable laws, confidentiality, ownership, and notices as well as any product support obligations imposed under this Agreement shall survive the termination of this Agreement.

**18. ADVERTISING**

Subcontractor agrees not to use SRIMATRIX’s or Customer’s names or marks or to refer to or identify SRIMATRIX or Customer in any advertising or publicity releases or promotional or marketing correspondence to others without the written approval of SRIMATRIX and Customer.

**19. EQUITABLE REMEDIES**



Subcontractor acknowledges that a breach by Subcontractor of certain provisions of this Agreement, including Sections 2.3, 6, and 7 will cause either SRIMATRIX or Customer irreparable injury for which SRIMATRIX or Customer cannot be reasonably or adequately compensated in money damages. SRIMATRIX shall be entitled to injunctive and other equitable relief to prevent a breach of such provisions and to secure their enforcement. Subcontractor waives any right to require SRIMATRIX to post security. This provision shall not prohibit SRIMATRIX from pursuing any other remedies available to it, including without limitation, the recovery of damages from Subcontractor.

**21. DISPUTE RESOLUTION**

21.1 General. Subject to each party’s right to seek injunctive or equitable relief in a court of competent jurisdiction, each party agrees to resolve all disputes under this Agreement in accordance with these dispute resolution procedures.

21.2 Informal Dispute Resolution . Each party will promptly notify the other in writing of any dispute. The parties’ designated representatives will meet within 10 days following the receipt of such written notice and will attempt to resolve the dispute within 5 days of the initial meeting.

21.3 Limit on Actions. Any dispute or other action arising out of this Agreement must be brought within one year of the date the cause of action accrued.

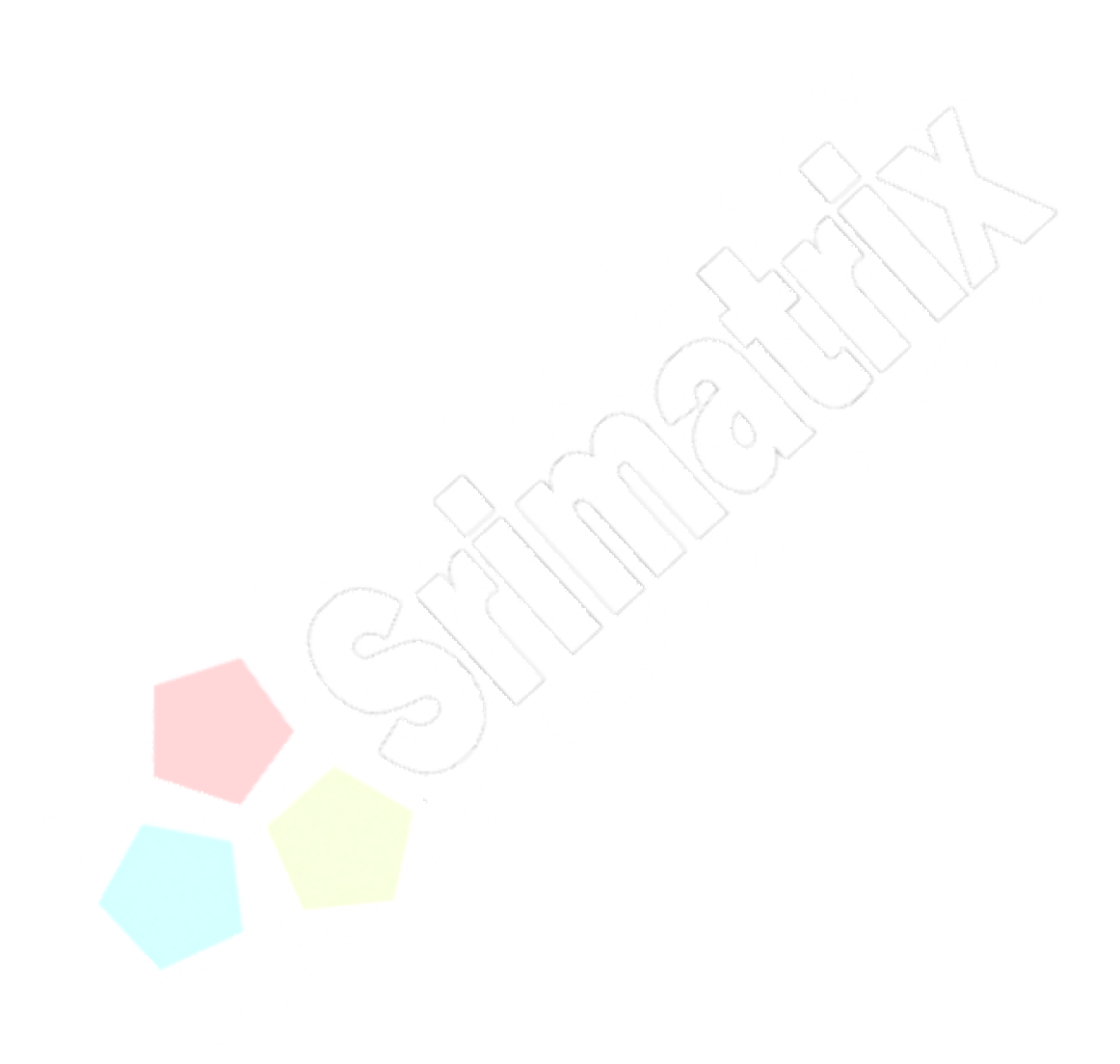
**22. MISCELLANEOUS**

22.1 Execution of Agreement. This Agreement may be executed in several counterparts, each of which when so executed shall be considered as an original and all of which together shall constitute one agreement. Signatures may be exchanged by telecopy, with original signatures to follow. Each Party to this Agreement agrees that it will be bound by its own telecopy signature and that it accepts the telecopy signature of the other Party.

22.2 Each Party Bears Its Own Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred in connection with this Agreement, including attorneys’ fees.

22.3 Headings for Convenience Only. Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

22.4 Notice. All notices and other communications under this Agreement shall be in writing and shall be given by hand delivery, first-class mail (certified or registered with return receipt requested), or by commercial overnight courier addressed as follows and shall be deemed to have been duly given at such time as it is delivered to the addressee, with the return receipt, affidavit of messenger, or delivery receipt being deemed conclusive (but not exclusive) evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation.



SUBCONTRACTOR SRIMATRIX

SRIMATRIX INC

1255 West 15th Street, Suite 815

Plano, TX 75075

Phone Phone (732) 902-0878

Fax Fax (732) 601-4757

Any change in address or change in the person designated for notice shall be made by written notice to the other Party at address above.

22.5 Entire Agreement. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties.

22.6 Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege. In addition, course of performance under this Agreement or between the parties may not be considered to effect a waiver or modification of this Agreement. No waiver shall be valid against any other Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified herein.

22.7 Non-Assignment. Subcontractor may not assign, transfer, or subcontract the performance of its services, or any or its rights and obligations, without SRIMATRIX’s and Customer’s consent, and any attempt to do so shall be void. Upon written notice to Subcontractor and without Subcontractor’s consent, SRIMATRIX may assign this Agreement, any Work Order, and any of its rights or obligations to any affiliate of SRIMATRIX.

22.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles.

22.9 Survival. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22.10 Work Authorization. The subcontractor shall provide the proof of valid work authorization documents of resources to SRIMATRIX as per law. Failure to provide the requested documents shall consider breach of this agreement.

22.11 Parties in Interest. Customer is a third party beneficiary of all rights granted to SRIMATRIX under this Agreement, including without limitation, the right to indemnification under Section 9, but Customer shall have none of the obligations imposed on SRIMATRIX.

22.12 Assignment and Successors. Subcontractor may not assign this Agreement without SRIMATRIX’s prior written consent. This Agreement benefits and is binding on SRIMATRIX and Subcontractor, and their respective successors, heirs, and assigns.

The Parties, intending to be legally bound, have executed this Agreement on the date first set forth above.

**SUBCONTRACTOR SRIMATRIX INC**

*Signature Signature*

*Print Name Print Name*

*Title Title*

*Date Date*

