



PROFESSIONAL SERVICES TERMS AND CONDITIONS

1. This Agreement shall be for an initial period of service on the date shown on the front page hereof and thereafter continue in effect for periods of similar length unless canceled.
2. Professional Service Agreement charges are payable in advance at GBM's prevailing rate on the annual commencement date for the coverage period. Upon written notice to and approval by GBM, a grace period of ten days will be honored.
3. The amount of charges under this Agreement covering services rendered shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied, or imposed by any federal, state, or local authority, including any privilege or excise taxes based on gross revenues, but excluding taxes on net income.
4. This Professional Services Agreement may be canceled by either party as of the first day of the month following thirty days written notice. In the event of cancellation, charges will be prorated on a monthly basis and GBM will return the unearned portion of any amount prepaid hereunder.
5. This Agreement is not assignable and may be canceled at GBM's sole option should the network it covers be sold, leased or transferred to a third party.
7. GBM will require the customer to provide a key contact. To avoid unnecessary depletion of service hours, all service requests must be placed by the key contact.
8. Travel time will deduct from the purchased service hours by a maximum of one hour per incident.
9. To avoid depletion of service hours, GBM will attempt to correct any problems or service request over the telephone. The customer may also elect to purchase the necessary software and modem that would enable GBM to complete most administrative and configuration tasks online via our computer.
10. GBM shall not be responsible for delays or inabilities to service caused directly or indirectly by strikes, accidents, climatic conditions, or any other reasons beyond its control. IN NO EVENT WILL GBM BE LIABLE FOR LOSS OF PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NO ACTION ARISING OUT OF THE SERVICES HEREUNDER MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.
11. Customer will notify GBM of any changes in location of system or usage before such changes occur.
12. GBM shall not be liable for any special or consequential damages or expense directly or indirectly arising from the customers inability to use the network.
13. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, superseding all previous proposals, oral or written. No amendment or waiver of the terms of this Agreement may be made except in writing and signed by an authorized GBM officer. This Agreement shall be governed by the laws of the State of Pennsylvania.

Authorized Signature (Customer) _____ Date

GBM _____ Date