Exhibit A

TERMS & CONDITIONS

ManagePointe MSP Services, Inc. (hereinafter 'Seller") agrees to sell, and Customer (hereinafter 'Purchaser") agrees to purchase the Equipment as listed on the Sales Proposal (hereinafter ·the Equipment') in accordance with the terms listed herein:

1. PRICE & PAYMENT: Purchaser agrees to pay Seller 50% of the Sales Proposal upon signing and 50% of the Sales Proposal upon substantial completion except when noted otherwise in the Sales Proposal accepted by the Customer. All prices are exclusive of Federal, State, and local taxes, duties, or fees. All such taxes, duties or fees shall be borne by the Purchaser and will be included in final billing. A monthly service charge of one and one-half percent (1-1/2%) or the highest rate allowed by law, whichever is lower, will accrue on any invoice past due. In the event Purchaser fails to fulfill the terms of payment or in case Seller shall have any doubt at any time as to Purchaser's financial condition, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security. This requirement will not release the Purchaser from any previous obligation. Should Purchaser delay installation, the payment(s) due shall remain in effect.

2. DELIVERY: Delivery is to be made based upon the projected delivery time as stated in the Sales Proposal. Any delivery date is approximate. Furthermore, Seller shall not be liable for any delays in the delivery of orders due in whole or in part, directly or indirectly, to fires, acts of God, strikes, lack of raw materials, supplies or components, retooling, upgrades of technology, delays of carriers, embargo, government order or directive, or any other circumstances beyond Seller's control. Purchaser agrees that the Seller shall not be liable for any damages, including direct, indirect, consequential, or special damages, which *may* result from any such delays.

3. LIMITED WARRANTY AND LIMITATIONS OF REMEDIES: Seller warrants to original Purchaser only that Equipment will be free, under normal use and service, from defects in material and workmanship for the term of warranty. Term of warranty commences the date the Equipment installation is complete. Seller's liability and Purchaser's sole *remedy* for defects shall be limited to the repair or replacement, at Seller's sole option, of the defective Equipment. Warranty claims must be made in writing and delivered to Seller within (10) days of the Purchaser's discovery of the defect. All warranty repairs must be performed by Seller's agent as authorized by Seller. Warranty does not include costs of repair or replacement due to failures caused by water or moisture problems: vandalism; power fluctuations; erosion; corrosion; operation beyond rated capacity; operation of products in a manner not in compliance with specifications and/or instructions; alterations or repairs not authorized by Seiler; accident; or acts of God. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR IS THERE ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS EXPRESSLY STATED IN THIS SECTION. The charges of Seller under this contract are for the sale and installation of Equipment and are not sufficient to guarantee that no loss will occur. Accordingly, the parties agree that in no event shall Seller be liable to Purchaser, or any third person for loss or damage to person or property resulting from the failure of the Equipment to operate or to function properly. It is Purchaser's obligation to obtain its own insurance covering personal injury and property loss, or damage to its premises and Purchaser hereby agrees to indemnify Seller against and hold Seller harmless from all claims of this nature. The parties agree that Purchaser's sole remedy against Seller for any claim, including breach of warranty, negligence and/or strict liability in tort, is as set forth herein. This remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to provide repair or replacement as described herein. If Seller fails to provide free repair or replacement as required above, Seller's entire liability shall not exceed the lower of the repair value, the replacement value or the amount paid by Purchaser to Seller for the defective Equipment. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF MONEY, PROPERTY OR EQUIPMENT, LOST REVENUE OR PROFIT, OR HARM TO GOOD WILL OR BUSINESS REPUTATION, whether a claim for such damage is based in contract, warranty, negligence, or strict tort. Each party recognizes that the limitations contained herein are a material factor in the sale of the Equipment and installation at the price(s) specified.

4. TERM OF WARRANTY: Seller warrants the standard terms for the following Equipment types and periods listed:
    a. Electronic Equipment Such as Computers, Servers, Monitors, Keyboards & Mice, Hard Drives, or other Storage media, etc. will be warrantied under the manufacturer’s warranty, not by directly by the Seller. The Seller/Installer will be compensated by the buyers for services related to Warranty Remedies provided under the manufacturer’s warranty.
    b. Electronic Equipment Such as Networking equipment such as Routers, Switches, Access Points, etc. will be warrantied under the manufacturer’s warranty, not by directly by the Seller. The Seller/Installer will be compensated by the buyers for services related to Warranty Remedies provided under the manufacturer’s warranty.
    c. Warranty commences the date Seller completes the Equipment installation.
    d. The Seller will warranty the workmanship of the installation services for a term of 1-year from the date of installation.
    e. If a Manufacture warranty requires the services of a technical installer to complete repairs, the Seller will invoice the Buyer for such services.

5. RISK OF LOSS: If is by common carrier, risk of loss shall pass to Purchaser when Equipment is delivered by Seller to the common carrier for shipment to Purchaser. If delivery to Purchaser is by Seller's contract carrier or service vehicle, risk of loss shall pass to Purchaser when the Equipment is safely delivered to Purchaser's premises or designated location.

6. SELLER RETAINS SECURITY INTEREST: Purchaser grants Seller a security interest in the Equipment and any proceeds thereof to secure payment of the purchase price hereunder. Seller is authorized to file financing statements under the Uniform Commercial Code or other statutes naming Purchaser as debtor and Seller as secured party and indicating that the material and the proceeds thereof are items of collateral. Purchaser further agrees to execute within five (5) days following any request by Seller such financing statements as Seller shall require for filing or recording of this agreement.

7. ADDITIONAL REQUIRMENTS: Any requirements and/or physical change of the structure are the responsibility of the Purchaser if so desired. Purchaser *may* require Seller to make certain facility and/or structural changes and if so, those changes will be noted in a separate contract.

8. DRAWINGS: Purchaser agrees to be governed solely by drawings and specifications furnished by Seller. These drawings are to be furnished and shall show all building requirements, Electrical Services and Low Voltage Cabling as necessary to prepare properly for the installation of Equipment.

9. PERMITS AND ORDINANCES: Purchaser shall provide and pay for all permits required in connection with the work to be done and deliver copies to the Seller at least thirty (30) days prior to the installation.

10. INSTALLATION: Installation of the Equipment must be made by Seller's approved installers and/or erectors as a condition of warranty. The work of installation shall be performed by the Seller on consecutive working days and during regular working hours unless otherwise agreed. Should Purchaser request that work be performed by Seller outside standard business hours, the additional cost of such work shall be paid by Purchaser. Where the Seiler's installers are prevented from working on full or consecutive working days by Purchaser's request or for any cause other than Seller or its installer’s own fault, the additional cost of travel to and from the job or retaining the installers on the job without work shall be paid by Purchaser. Should the installers be withdrawn from the job through no fault of Seller, Purchaser shall be responsible for protecting all works against damage by other trades on the job and/or other damage.

11. CHANGES: Should the Purchaser request any alterations or additions to the contract, the cost of such changes shall be borne by the Purchaser. Such changes shall be made in writing.

12. INSTALLMENTS: Seller's failure to deliver or non-conformity of any installment of this contract shall not be a breach of the entire contract.

13. WAIVER: The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of such party to enforce such
provisions in the future.

14. SEVERABILITY OF TERMS: The invalidity of any provision herein shall not affect any other provision.

15. GOVERNING LAW/DISPUTES: This contract shall be governed by and interpreted in accordance with the internal laws (and not the laws of conflicts) of the State of Nevada. All disputes which arise in connection with this contract, or the Equipment purchased herein shall be resolved, if not sooner settled, by litigation in a court of competent jurisdiction located within the State of Nevada and Purchaser hereby consents to the personal jurisdiction thereof over it. NO ACTION ARISING OUT OF OR RELATED TO THIS SALE MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. In any action brought with respect to this contract or the Equipment sold hereunder, the substantially prevailing party shall be entitled to its reasonable attorneys' fees, cost, and disbursements.

16. WRITTEN TERMS EXCLUSIVE: The terms herein constitute the final written expression of all the terms of the agreement between Purchaser and Seller for the Equipment listed and
supersedes any other agreements or understandings, whether written or oral. Purchaser specifically disclaims that it has in any way relied upon representations, promises, warranties or statements by Seiler's agent(s) that differ in any way from the terms herein and agrees that any promises, warranties, or statements not contained herein shall have no force or effect. Any subsequent changes to the terms herein must be in writing and signed by both Seller and Purchaser to be effective.

17. INDEMNITY. Subject to the limitations set forth in Section 3 and Section 16, Seller will indemnify, defend, and hold Purchaser and its directors, officers, and employees harmless from and against damage to Purchaser’s premises (including, but not limited to, reasonable attorneys' fees) resulting from or arising out of the performance by Seller or its approved contractors of Seller's work described in Section 11. Notwithstanding the foregoing, the aggregate liability of Seller pursuant to this paragraph shall not exceed amounts covered and paid by Seller's insurance, excluding the amount of any deductible. Seller, at its sole cost and expense, will maintain, secure, and keep in force while any obligation of performance of Seller remains outstanding, commercial general liability insurance, including premises or operations, contractual, and products or completed operations coverages (if applicable) with limits of no less than $1 million per occurrence/aggregate.