

## APL COMMISSION ACCOUNTING / BILLING CONSULTING SERVICE AGREEMENT

This agreement is made By and Between the undersigned company ("Client"), AND Agent Production Library, Inc., a Texas corporation ("Consultant.")

1. For current APL 6.1 users, this Service Agreement is a supplement to the APL Software Sales Agreement.
2. Consultation Services. The client hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: Under the direction of the officers and employees of the client, the consultants at APL will fulfill the activities of commission payroll accounting as well as matters relating to the management and organization of the sales force of the client and generally any matter arising out of the area of commission payroll accounting.
3. The client agrees to be responsible for the final approval of commission audits, ledger audits and commission payroll checks.
4. Terms of Agreement. This agreement will begin as of the date on this agreement. Either party may cancel this agreement on thirty (30) days notice to the other party, except in cases of delinquent payments due hereunder, the occurrence of which will cause immediate suspension of services.
5. Place Where Services Will Be Rendered. The consultant will perform most services in accordance with this contract at a location of consultant's discretion. In addition the consultant will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement.
6. Payment to Consultant. The consultant will be paid at the rate specified in the Full Service Price List for work performed in accordance with this agreement.
7. Independent Contractor. Both the client and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract.
8. Confidential Information. The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the client will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.
9. The APL consultants are working under the direction of the officers and employees of the client. In no event will APL be liable for any money damages, including, by way of example, any lost profits, lost savings, or direct, indirect, special, incidental, or consequential damages.
10. This Agreement and any sales thereunder shall be governed by the law of the State of Texas, without regard to conflicts of laws and rules. Venue for all disputes arising from this Agreement shall be in Tarrant County, Texas.

**APL, INC.**

**Client Signature:**

**Date**

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|---------------------------------|-----------------------|
| <b>Company</b>                  | <b>Contact Person</b> |
| <b>Address and Phone Number</b> |                       |
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