This Master Services Agreement ("**Master Agreement**" or "**MSA**") is entered into between ECM FRAM (**"FRAM"**) and the Client identified in the signature block below, and effective as of the date of last signature.

1   PURPOSE AND SCOPE

1.1 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of services by FRAM to Client. Additional terms, if any, for the specific services are set forth in the attached Invoice. The parties acknowledge receipt of and agree to be bound by the terms and conditions of this Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

1.2 Incorporation of Invoices. "Invoice" means the document attached to this agreement, regardless of the actual name, which incorporates the terms and conditions of this Master Agreement, which lists the services requested to be performed by FRAM from Client.

1.3 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Invoice or order for,, the terms and conditions of this Master Agreement shall control, except where the Invoice or order form expressly states the intent to supersede a specific portion of the Master Agreement.

2   SERVICES

2.1 Services/Work Authorizations/Change Orders. FRAM will perform the mutually agreed upon services for Client described in one or more Invoices, work orders, statement of work or order forms (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties shall become a part of the Agreement. Either party may propose a change order to add to the work ordered in the SOW with reasonable notice given to the other party. Each change order shall specify the changes to the services and the effect on the time of performance and on the fees owed to FRAM due to change. Once executed by both parties, a change order shall become a part of the SOW.

2.2   FRAM does not accept units for the sole purpose of testing. Units must be diagnosed properly prior to sending it in for repairs, in the event that our technicians find nothing wrong with the unit, FRAM reserves the right to charge Client a standard testing fee. Any order once placed, must be cancelled within 4 hours after placing the order, if unit has been shipped and subsequently refused by Client, Client will be subject to a 25% restocking fee, if applicable programming fee and shipping and handling.

3.   FEES, TAXES & PAYMENTS

3.1 General. Fees and payment terms are specified in the applicable Invoice. All fees are in United States Dollars and includes all applicable taxes and shipping and handling costs. Unless otherwise specified in the Invoice, payment of all fees is due no later than 5 days after the invoice date. Interest accrues on past due balances at the higher of 1 ½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and FRAM will be entitled to suspend any or all services and performance obligations hereunder, and to request full payment before any additional performance is rendered by FRAM. Client shall reimburse FRAM for expenses incurred, including interest and reasonable attorneys fees, in collecting amounts due to FRAM hereunder.

4.   INDEMNIFICATION

4.1 Indemnity. Client shall defend FRAM in any suit or cause of action, indemnify and hold FRAM harmless against any damages payable to any third party in any such suit or cause of action, alleging that a product or service as used in accordance with this agreement infringes on any patent or copyright of any third party or any proceeding for any other infringement and/or misappropriation of intellectual property rights thereof.

4.2 The indemnification obligations set forth above are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; and (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and the indemnified party assists as reasonably required by the indemnifying party.

5.   **LIMITATION OF LIABLITY.** Notwithstanding anything to the contrary contained in this Agreement, FRAM's total liability for any and all damages shall not exceed the fee paid by Client for the initial twelve month (12) period pursuant to a particular Invoice. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FRAM AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOSE PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVEER THEORY OF LIABILITY, EVEN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.   WARRANTY, RETURN & REFUND POLICY

6.1 Warranty. All ECMs, whether repaired or purchased are covered by a **one (1) year limited warranty** and are subject to the following conditions: (i) All ECMs must be installed by a certified technician; (ii) failure to installed by a proper technician, improper installation, or proper installation misdiagnosis are not covered under this warranty policy and therefor will void this policy; (iii) All ECMs being sent in for repair under this warranty policy must have prior approval from the warranty department and must have a return number with it, failure to do so will result in unit being returned without any repair or work done at cost to Client; (iv) any tampering with FRAM's seal automatically voids the warranty; (v) any ECM with damage caused by external electrical problems, or any other extraneous damage where board is no longer repairable will void the warranty; and (vi) any damage caused to the ECM by collision, water damage, corrosion, rust contamination will void the warranty. All units repaired under warranty are shipped via standard ground shipping, FRAM will not ship second day or next day air for warranty repairs unless specific shipping is requested and prepaid in full by Client. WARRANTY APPLIES ONE TIME REPAIR ONLY. ANY ADDITIONAL REPAIRS AFTER THE FIRST REPAIR ARE SUBJECT TO AN ADDITIONAL CHARGE. THIS WARRANTY POLICY COVERS ONLY THE PARTS AND/OR CIRCUITS REPAIRED ONLY. ANY OTHER ISSUE OR NEW PROBLEM WILL NOT BE COVERED.

6.2. Return/Refund. Every return will be subject to the following procedures: (i) If unit has report of certified technician that stipulates that the ECM is not working properly due to fault by FRAM, FRAM will repair the unit again; (ii) if unit is not repairable, an exchange can be provided with an additional charge; and (iii) if Client decides to obtain a refund, unit must be returned to FRAM and will be subject to an applicable labor and restocking fee.

6.2 Repair/Rebuild. As applicable to vehicle ECMs only, returned units must be accompanied by a diagnostic printout, work order printout, or dealer notes providing proof of vehicle diagnostics pointing towards the failure of the placement or rebuilt unit. FRAM technician will then corroborate such information with bench tests of the unit in order to correct any outstanding issues. Any other repair and rebuild units, in the event that they fail to perform, must be sent back to FRAM accompanied with a failure and test report.

6.3 Core Return Policy. All cores if applicable must be returned in the original box, if furnished with the return label, label must be placed along with the original order number to obtain proper credit. All cores must be

repairable, no refunds will be issued or repairs done on any core with that has extraneous damage including but not limited to electrical, water damage, tampered with, or worked on by a non certified individual or technician. Any returned cores must have the same part number/identification number as the original ordered core. Any core where the board has burn marks or is burned through the board is not acceptable. Any OEM part numbers that are missing or unreadable will not be issued a refund. Customers have 30 days from purchase to send in their core for a refund and may be subject to a restocking fee. Any core sent in after 30 days will be charged a 10% fee of the core value and may be subject to an additional restocking fee.

7.   **MISCELLANEOUS**

7.1 Shipping. All shipping is done via UPS/FEDEX standard shipping. FRAM does not insure any packages and is not liable for any unit if lost or damaged during shipping. Insurance and other shipping methods are available at the request of Client and if paid for in full by Client.

7.2 Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

7.3 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

7.4 Headings. The headings used in this Agreement are for reference only and do not define, limit or otherwise affect the meaning of any provisions hereof.

7.5 Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable

provision or provisions, and the rights and obligations of Client and FRAM shall be construed and enforced accordingly.

7.6 Assignment. FRAM may assign the Agreement or work to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchase in connection with the sale of all or substantially all of its assets.

7.7 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising n connection therewith.

7.8 Governing Law. This Agreement is governed by the laws of the State of Texas without giving effect to its conflicts of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum.

7.9 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter. This Agreement shall not be modified except by a writing signed by FRAM and Client.

7.10   Use of Agents. FRAM may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement.

7.11   Publicity. Client agrees that FRAM may identify Client as a recipient of services and use its logo in sales presentations, marketing materials and press releases.

7.12   Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier.

The Parties authorized signatories have duly executed this agreement as of the date listed below (the "Effective Date").

By:_____

Print Name: _____

Date: _____