

## Master Services Agreement

The following is an agreement between \_\_\_\_\_, ("the client") and Twilight Media, a California partnership, for use of Twilight Media's Adult Day Health Care (ADHC) Billing Software, ("The Program") on this, the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_. The program is to only be used to complete billing for the number of ADHC's specified on the attached form.

1. **Internet Access.** Use of the program requires access to the Internet and a compatible web browser. Twilight Media is in no way responsible for providing Internet access or technical support for Internet access to the client. Twilight Media is in no way responsible for loss or cancellation of Internet access.
2. **Payment and Duration of Service.** The client agrees to the pricing plan pursuant to Section 12 of the Master Services Agreement (see below).
3. **Misuse of Service.** Twilight Media is in no way responsible for the use of the program to commit fraud or any other illegal actions.
4. **Payments to the Client.** Twilight Media will keep the program up to date and will ensure the program meets all billing standards and specifications set forth by the state of California, the United States Federal Government and any other applicable authorities. Twilight Media is in no way responsible for payment or non-payment by the state or any third party.
5. **Confidential Information.** Use of the program requires the client to provide confidential information. Twilight Media will not access any information that is confidential. By engaging in this agreement Twilight Media may gain knowledge of confidential information, this information is to be kept confidential by Twilight Media. When engaging in this agreement the client may gain knowledge of confidential information, this information is to be kept confidential by the client.
6. **Right of Client to Cancel Service.** The client may cancel this agreement at any time, without penalty by the client by notifying Twilight Media through any of the means of contact listed at <http://www.twilightmedia.net>, *excluding email*. Notification of cancellation must be received prior to the next month of service period, or payment will still be expected for the entire service period. In the event of a cancellation initiated by the client, Twilight Media will not refund any fees already paid. Any outstanding invoices must be paid in full within thirty (30) days of cancellation.
7. **Right of Twilight Media to Cancel Service.** Twilight Media reserves the right to discontinue providing service to any client or group of clients with a 30 day written notice. In the event of a service cancellation, Twilight Media will refund payments for any complete service month\* (service month refers to any full month of service) that the client did not have access to the program for any part of. Twilight Media will refund the initial payment divided by the number of total number of service months that this agreement covers for each month that Twilight Media is required to refund for, only if cancellation of the service was brought about by Twilight Media. The above does not apply if the service agreement is cancelled by the client.
8. **Disruption of Service.** Twilight Media is in no way responsible for disruptions in the program by hardware failure, malicious destruction or vandalism carried out by a third party, or natural disasters. Twilight Media reserves the right to temporarily disrupt service to perform updates and routine maintenance or to initiate emergency repairs in the event of a network problem. All effort will be made to notify the client

of scheduled service disruptions at least two (2) weeks in advance. Twilight Media is not responsible for any third party actions that may result in a change in the performance of the service, and although Twilight Media will strive to make the appropriate changes, we can make no guarantee to the fitness of the service as a result of third party actions.

- 9. **Breach of Contract.** In the case that the client violates any part of this agreement Twilight Media has the right to discontinue service immediately. No refund will be made if service is discontinued in this way.
- 10. **Service Availability and Fitness.** The client agrees to the service AS IS with no regard to merchant product fitness. Although Twilight Media will try to ensure that its product is up to date, we can make no guarantees on the service, and the client acknowledges this fact.
- 11. **Changes to Terms and Conditions.** Any changes to the Master Services Agreement will be sent to the client and must be accepted for continuation of service. In the event the client does not wish to continue using the service after changes to the Master Services Agreement, they have the right to receive a refund as if Twilight Media had cancelled the contract, pursuant to Section 7 (above).

**12. Rates and Pricing.**

**Definitions –** A “service period” refers to the duration of service, in 1, 3, 6 and 12 month increments (see below).

Rates			
	1 Facility	2 Facilities	3 Facilities
Duration			
1 Month	\$200	\$350	\$425
3 Months	\$550	\$975	\$1,125
6 Months	\$1,025	\$1,825	\$2,150
12 Months	\$1,925	\$3,450	\$4,025

All rates As of March 1<sup>st</sup>, 2010 – Subject to change at any time pursuant to section 12f.

**12a. Payment Cycle.** One month refers to one (1) calendar month. Payment is due at the 1st of each month. Twilight Media will send an invoice at least 10 days prior to when payment is due. Failure to receive an invoice does not constitute neglect of payment on your behalf; payment is still due as usual.

**12b. Signup Fees.** Payment for the first service period is due at signup, unless expressly deferred by Twilight Media.

**12c. Recurring Payments.** Twilight Media will continue to bill the client at the beginning of each service period until the contract is cancelled or the service period is changed. The client may cancel their service at any time, pursuant to Section 6 of this agreement (see above). For clients with a service period greater than one (1) month, Twilight Media will contact the client to inquire if they wish to change their service period or continue to use the same service period as before.

**12d. Late Payments.** All fees must be received by Twilight Media by the date printed on the corresponding invoice. In the event a payment is not received by the due date, a \$50.00 overdue payment fee will be assessed for **each individual month** of service

that is overdue. Twilight Media reserves the right to temporarily suspend or cancel the client's service until outstanding invoices are paid. If signed up for a long term plan (greater than 1 month), and payment is not received, the first month will be billed at the regular monthly contract rate in addition to incurring late fees.

**12e. Refunds.** Twilight Media does not provide refunds for service periods already paid, unless the service is cancelled by Twilight Media. In the event of such an occurrence, refunds will be provided pursuant to Section 7 of this agreement (see above).

**12f. Rate Changes.** Any changes in price for the service will be made by written notification to the client at least 30 days prior to the change. The change will be immediate for clients who have signed up for the monthly recurring plan, after the 30 days prior notice is sent. Clients that have signed up for the extended service plans who have paid ahead of time, will not be affected by any price changes, until their service period has ended.

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Based on the pricing plans specified in Section 12, please make your selection.

Number of ADHC's (Please contact us for special rates for more than 3 ADHC's)  
 1     2     3

Duration (Service Period)  
 1 month     3 months     6 months     12 months

By signing this contract you acknowledge that you have read and understand the terms of the Master Services Agreement as well as the attached pricing plans. You also acknowledge that the information you have provided on the attached forms is correct and that you are indeed an agent of \_\_\_\_\_ and have the power to accept agreements with other companies on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Date

**Twilight Media Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Center Information Form**

Please print clearly in black ink or type. Fill in information for one center on each form. If you require more forms you may photocopy this page or request additional forms from Twilight Media.

Name of Center \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_

Please provide contact information in case we need to contact you.

Name \_\_\_\_\_  
Phone (if different from above) \_\_\_\_\_  
Position \_\_\_\_\_  
Best time to call \_\_\_\_\_  
E-mail address (required) \_\_\_\_\_