

MASTER SALES AND SERVICES AGREEMENT

PREPARED FOR:

[INSERT CUSTOMER NAME]
[INSERT CUSTOMER STREET ADDRESS LINE 1]
[INSERT CUSTOMER STREET ADDRESS LINE 2]
[INSERT CUSTOMER CITY, STATE, ZIP]

AGREEMENT NUMBER: _____

MASTER SALES AND SERVICES AGREEMENT

This Master Services Agreement ("MSA") is by and between Candoris Technologies, LLC ("Provider") and _____ ("Customer"), as of the date signed below by both parties (the "MSA Effective Date").

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider and the fees for those services are described in one or more Service Attachments to this MSA. The services to be provided under the Service Attachments are the "Services." The Service Attachments identify the terms and conditions applicable to particular Services, as opposed to those generally applicable to all Services. Except for Supplemental Services, and unless otherwise agreed in writing, the services to be delivered by Provider to Customer are limited to those Services specifically described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and the terms of this MSA, the terms in the Service Attachment control.

Supplemental Services

"Supplemental Services" are limited services and equipment Customer may need on a "one-off" or emergency basis that are not included within the scope of the Services described in the Service Attachments. Customer shall pay additional Service Fees for Supplemental Services. Provider shall notify Customer of any such additional Service Fees and shall obtain Customer's approval prior to providing any Supplemental Services. However, Provider has no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied.

Requests for Changes

If Customer wishes to implement changes in any Services during the term of an applicable Service Attachment, Customer must request those changes in writing and must deliver the request to Provider. Provider shall review and return the request to Customer with a written evaluation of the changes, including any cost associated with the changes and the impact the changes will have on the completion of the Services. Following its review of Provider's evaluation, Customer then may choose to approve the changes by signing and returning to Provider a copy of Provider's written evaluation, which then will be subject to the terms of this MSA and any applicable Service Attachment. No changes in any Service Attachment will be effective until Provider receives such a Customer-signed evaluation of a written change request.

FEES FOR SERVICES | PAYMENT TERMS

Fees for Services are set forth in Service Attachments. Any services performed outside the Service Attachments will be at Provider's then-current time and material rates unless otherwise agreed in writing.

Pass-Through Expenses

Customer shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

Invoicing Requirements

Provider shall deliver to Customer a monthly invoice in advance of the following calendar month. Each invoice generally will include (1) the Service Fees owed for that month, (2) any known Pass-Through Expenses for which Customer is responsible, and (3) any other applicable charges or fees for the immediately preceding month and other preceding months, including adjustments to the Service Fees.

Payment Terms

Customer shall pay the full amount reflected on any invoice as owed to Provider within thirty (30) days of its receipt of that invoice. Customer shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within ten (10) days following Customer's receipt of that invoice (the "Payment Deadline"). If Customer disputes in good faith all or any portion of the amount due on any invoice, or if Customer otherwise requires any adjustment to an invoiced amount, Customer must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. The parties shall use their reasonable best efforts to resolve the dispute prior to the Payment Deadline. However, if the parties are unable to resolve the dispute prior to the Payment Deadline, Customer nevertheless shall pay the entire invoiced amount to Provider by the Payment Deadline. If it is ultimately determined that the disputed amount should not have been paid by Customer to Provider, Provider shall apply a credit equal to that amount on Customer's next invoice.

Suspension of Service

If Customer fails to pay all amounts owed to Provider



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under this MSA when due, then upon at least ten (10) days prior, written notice to Customer, and in addition to any other remedies available at law or in equity, Provider may suspend Services under this MSA until full payment is made. Following any suspension of service under this provision, and after Customer makes full payment to Provider, Provider shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with Provider's level of security, updates and best practices. Customer shall pay a "Reactivation Fee" for such restoration equal to \$250.00. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this MSA for non-payment.

Taxes

All charges and fees to be paid by Customer under this MSA are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. Customer is responsible for the payment of any and all such taxes.

TERM AND TERMINATION

Term

This MSA commences on the MSA Effective Date and will remain in effect until either party terminates it as permitted below.

Termination

Either party may terminate this MSA for any reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, Provider will perform all Services solely in Provider's capacity as an independent contractor and not as an employee, agent or representative of Customer.

INTELLECTUAL PROPERTY RIGHTS

Customer Works

Any original work, regardless of medium, that Provider delivers to Customer and that does not consist of modifications to an existing Provider Work (as defined below) is a "Customer Work," is to be deemed a "work made for hire" under U.S. law, and is the sole, exclusive property of Customer, except for the following items, which do not constitute Customer Works:

- Software, including but not limited to any proprietary code, source code and object code, that is subject to third-party license agreements;
- Those portions of any deliverable consisting of information in the public domain;
- Those portions of any deliverable consisting of generic ideas, concepts, business know-how and work processes, and techniques within the computer design, support and consulting business generally; and
- Those portions of any deliverable consisting of general computer consulting knowledge and information Provider had or acquired during the performance of its Service for Customer, not including any proprietary business information of Customer, conveyed to Provider by Customer.

To the extent any Customer Work may be deemed not to be a "work made for hire" under applicable law, Provider hereby irrevocably assigns and conveys to Customer all of its copyright in that Customer Work. Provider further hereby irrevocably assigns to Customer all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any Customer Work.

License to Customer Works

Customer hereby grants Provider a limited, non-exclusive, revocable, royalty-free license to use any Customer Works for Provider's internal business purposes during the term of this MSA.

Provider Works

Any writing or work of authorship, regardless of medium, created or developed by Provider or Customer in the course of performance under this Agreement and related to existing works owned by Provider is a "Provider Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Customer hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Customer further hereby irrevocably assigns to Provider all of its' patent, copyright, trade secret, know-how and other proprietary and associated rights in any Provider Work.

License to Provider Works

Provider hereby grants Customer a limited, non-exclusive, revocable, royalty-free license to use any Provider Works for Customer's internal business purposes only during the term of this MSA.



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PROVIDER-SUPPLIED EQUIPMENT

SALES

"Equipment" means any computer equipment, racking, or associated hardware or other equipment (if any) delivered by Provider and used at Customer's location to facilitate the delivery of Services to Customer. Generally, Provider will only supply Equipment to Customer via a purchase and sale arrangement.

- a. Customer bears all risk from the time that the Equipment has been delivered to the freight carrier from the point of shipment. Customer pays all shipping, handling, and insurance for the Equipment to the delivery location.
- b. Customer agrees to provide a suitable location for installation, including any necessary electrical power outlets and HVAC required for the Equipment as provided by the manufacturer, and shall assume all applicable installation charges.
- c. Title to the Equipment vests in Customer upon receipt by carrier. Customer grants a security interest to Provider in the Equipment and all proceeds thereof until Provider is paid in full by Customer.
- d. Customer will receive any applicable manufacturer's warranty directly from the manufacturer, and Customer waives any warranty claim against Provider.

TRIAL OR RENTAL

In the event that the parties agree to a trial, loan, rental or similar arrangement, then the following terms will apply:

- a. Provider is and will remain the sole owner of any Equipment provided by Provider. This MSA transfers to Customer no Equipment ownership rights of any kind.
- b. Provider has and will retain sole discretion to determine the appropriate Equipment and associated software, if any, to be used at Customer's location, provided that Provider's determination does not materially impair the availability or delivery of services under this MSA. Provider also has and will retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.
- c. Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are the exclusive remedies of Customer with respect to such Equipment. In the event of an Equipment malfunction, Provider will

take commercially reasonable steps to ensure that Customer receives the benefit of any manufacturer warranties applicable to the Equipment in use at Customer's location.

- d. Customer shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Customer is responsible for all damage to or loss of the Equipment used at Customer's location, other than loss or damage caused by Provider's employees or contractors. In addition, Customer shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand by Provider, Customer shall produce evidence to Provider that such insurance is being maintained and is valid.
- e. Customer is responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.
- f. Customer shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. Customer does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this MSA, and Customer does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment or any equipment at Provider's data centers.
- g. On termination of any Service Attachment pursuant to which Provider delivers Equipment to Customer, Customer shall allow Provider and its employees and contractors reasonable access to Customer's premises to remove the Equipment.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by Provider to Customer for installation on Customer's computer equipment.

This MSA does not transfer any right, title, or interest in the Software to Customer. Customer's use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Customer upon request.

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Customer shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

Each party and its employees or agents may be exposed to or may acquire information that is proprietary or confidential to the other party. Each party shall hold such "Confidential Information" in strict confidence and shall not disclose any such information to any third party. Confidential Information includes but is not limited to: (a) any technical information, design, process, procedure, formula, or improvement, as well as any formulae, specifications, designs, business or work processes and procedures, instructions, and other data relating to the development, production of any work done specifically for the Customer; (b) any business plans and financial information of the other party; and (c) any information labeled as "confidential," all regardless of whether such information would be protected under the common law.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Confidential Agreement

No copy of this MSA, Service Attachments, quotes, discussions, negotiations, terms or conditions, pricing, or any other information relating to this MSA may be disclosed to any third party, except by reason of legal,

accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Customer, orally and in writing, as a Customer of Provider. Any other reference to Customer by Provider may be made only pursuant to a written agreement between the parties.

CUSTOMER COVENANTS AND OBLIGATIONS

Software Licensing

Customer represents that it has title to or license or rights to use or modify and has license or rights to permit Provider to use, access or modify any software that Customer has requested Provider use, access or modify as part of the Services.

Provider Access

Customer shall supply Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services.

PROVIDER REPRESENTATIONS

Internal Network Security Compromise Policy

Provider monitors the availability and performance of its internal firewall and web caching system. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

Service Warranty

Provider warrants that the Services will be performed in a professional and workmanlike manner and that they will be in conformance with the requirements of any applicable Service Attachment. All Services will be deemed to be accepted unless Customer notifies Provider in writing within ten (5) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Customer in writing that the non-conformities have been corrected.

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DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO HIRING

Throughout the term of this MSA and for a period of one year after the termination or expiration of this MSA, Customer and Provider shall not employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other. Both parties acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event either party violates this provision, that party shall pay as liquidated damages to the other an amount equal to 100% of the affected employee's total annual compensation as of the last date that individual was employed by the aggrieved party. The amount of such liquidated damages is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

The parties shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this MSA within sixty (60) days of the date such dispute arises. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this MSA, including the existence, validity, interpretation, performance, termination or breach thereof, is to be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association ("AAA"). The arbitration will be conducted in English. The arbitrator or arbitrators will not have the authority to award punitive damages to either party. Each party will bear its own expenses, but the parties shall share equally the expenses of the arbitrator(s) and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in the Commonwealth of Pennsylvania, or other location as is mutually agreed by the parties. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer's failure to pay for Equipment or Services in accordance

with this MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Continued Service

Unless Provider is bringing an action for failure to make payments by Customer for Services not otherwise in dispute, Provider shall continue to provide Services under this MSA, and Customer shall continue to make payments to Provider, in accordance with this MSA, during the period in which the parties seek resolution of the dispute.

INDEMNIFICATION

By Customer

Customer shall defend, indemnify and hold Provider harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that Customer has requested Provider use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Customer's use of any Services in violation of any provisions of, or Customer representations in, the Service Attachments under which Provider provides such Services to Customer violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

Customer further shall pay any judgments or settlements based on any such claims.

By Provider

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Customer harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- a) negligent act, error, omission, advice, misstatement or misrepresentation; or
- b) breach of any contractual term implied by law concerning necessary quality, safety or fitness, or Provider's duty to use reasonable care and skill; or

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- c) dishonesty of Provider's senior officers or employees provided; or
- d) other act, error or omission giving rise to civil liability arising out of business activities performed for Customer.

LIMITATION OF LIABILITY

Provider is not to be held liable for any loss, damage, or expense to Customer except if caused by the intentional or willful acts of Provider. In addition, Provider's liability under this Agreement is limited to the lesser of (1) the proceeds of any insurance available to it under its applicable insurance policies together with any self-insured retention amounts in connection with those policies, or (2) the amount of Monthly Service Fees paid by Customer to Provider during the past six (6) months of service under this Provider Master Services Agreement (excluding amounts paid under any Pre-Paid Support Agreement(s)). In the event of an insurance coverage dispute, Provider is not required to dispute the coverage determination and is not be required to file any declaratory judgment action regarding that dispute. Under no circumstance is Provider liable for the acts of third parties.

IN ADDITION, IN NO EVENT IS PROVIDER OR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, CONTRACTORS, CONSULTANTS, SUPPLIERS, AFFILIATES, INSURERS, OR THEIR RESPECTIVE SUCESSORS AND ASSIGNS, TO BE HELD LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, LOST PROFITS, IMPAIRED GOODWILL, INTANGIBLE LOSSES, DELAY, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

INSURANCE

During the Term of this Agreement, each party will maintain, at its own expense, commercial general liability insurance with policy limits of not less than One Million Dollars (US \$1,000,000.00) per occurrence. Provider shall also maintain professional liability coverage including errors & omission and system damage & interruption coverage with aggregate limits of not less than One Million Dollars (US \$1,000,000), and data breach notification coverage with an aggregate limit of not less than One Million Dollars (US \$1,000,000). Customer's insurance shall be primary over Provider's insurance. Customer agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors and employees.

GENERAL

Notices

Except as otherwise provided under this MSA, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below:

If to Provider, to:

Candoris Technologies, LLC
9 E. Main Street
Annville, PA 17003
Attn: Stephan Van Der Ploog
E-mail: svanderploog@icloud.com

If to Customer, to:

[INSERT NAME]
[INSERT STREET ADDRESS LINE 1]
[INSERT STREET ADDRESS LINE 2]
[INSERT CITY, STATE, ZIP]
Attn: [INSERT CONTACT NAME]
Fax: [INSERT FAX NUMBER]
E-mail: [INSERT EMAIL ADDRESS]

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

Neither party is liable for any delay or failure in performance due to any cause that is beyond such party's reasonable control and for which it is without fault or negligence (the "Affected Performance"). Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this MSA or any affected Service Attachment pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party

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may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of this MSA or any applicable Service Attachment relating to the Affected Performance. Customer shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this MSA or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this MSA without the consent of Customer in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider or the restructuring or reorganization of Provider or its affiliate entities. This MSA is binding upon the parties, their successors and permitted assigns.

Survival

The duties and obligations of the parties with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this MSA.

Amendment

This MSA may be modified or amended only by a writing signed by both parties.

Governing Law

This MSA is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue for any action arising under this MSA is exclusively in the state or federal courts located in Lebanon County, Pennsylvania. The parties waive any other choice of venue. Any action arising under this MSA must be brought within six (6) months after its accrual.

Severability

If any term or provision of this MSA is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Entire Agreement

This MSA and the Service Attachments set forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations or agreements other than those set forth herein and in the Service Attachments. Each party, along with its respective legal counsel, has had the opportunity to review and modify this MSA. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

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The parties, acting through their authorized officers, hereby execute this MSA.

FOR
Candoris Technologies, LLC

Signature:

Printed
Name:

Title:

Signature
Date:

FOR
[INSERT CUSTOMER NAME]

Signature:

Printed
Name:

Title:

Signature
Date: