

Master Service Agreement

This Service Agreement (the “Agreement”) is between the person or entity identified as the “Customer” and IT Eagle Eye Inc, a North Carolina Corporation (“ITEE”). This Agreement shall commence on the Service Effective Date as provided on the applicable Order Form and shall continue in full force and effect thereafter until terminated in accordance with the provisions of this Agreement. If the Service Effective Date is not expressly provided, each such Order Form shall commence on the date executed by both ITEE and Customer, the Service Terms set forth therein, and shall automatically renew for additional Service Terms with the same duration as the Initial Service Term.

1. Obligations

- A. **Engagement of Services:** From time to time during the term of this Agreement, Customer may request Services from ITEE in accord with the procedures established by ITEE. Subject to the terms of this Agreement, ITEE will use its good faith, commercially reasonable efforts to perform the services in a timely and professional manner. ITEE will choose one or more Team Members to perform the contracted services. Team Members may consist of any direct employee, contractor, or sub-contractor that has been contracted by ITEE to perform duties in conjunction with the Services. Customer will make its facilities and equipment available to ITEE, including via remote internet access, when necessary.
- B. **Nature of Services:** Services may be for technical support, consulting, architecture and design, database administration tasks, performance optimization, systems administration, webhosting, cloud administration or provision, technical writing, security and compliance, or anything else needed in Customer's computing or business environment, as directed by the Customer from time to time.
- C. **Fees:** ITEE performs Services in consideration of the Customer's payment of Fees. Customer will pay ITEE a Fee for Services rendered under this Agreement according to the hourly rates, fixed rates, and Service rates set forth in the Order Form that references this Agreement. Cancellation Fee shall not be considered a penalty and equals the sum of the Fee for the remainder of the then-current term of the applicable Service. All Fees shall be payable as stated pursuant to Section 3 of this Agreement.

2. Compensation

- A. **Billing Period**
 - i. Billing Period refers to the number of days, months, or years between subsequent invoices of a defined segment of time for which the Customer will be billed the amount of an installment payment for contracted Services.
 - ii. Unless otherwise provided on the Order Form, a Billing Period starts on the First (1) of the Month and ends on the last day of the month. When the Service Effective Date is later than the First day of the Month, then the Service Effective Date is considered the start date for the Initial Billing Period. The Initial Billing Period refers to the first Billing Period for a Service. Regardless of the Billing Period, the Customer is responsible for Fees for the entire Service Term.



- iii. ITEE will begin invoicing for the Services upon execution of the applicable Order Form. Setup Fees and Fees for the Initial Billing Period are due and payable on the Service Effective Date.
 - iv. When the Initial Billing Period is less than ten (10) days, the Initial Billing Period will be defined as the first full Billing Period and the time from the date of execution to the start of the first full Billing Period. For all other ITEE invoices, Customer shall pay ITEE invoices within seven (7) days following the date of the invoice.
- B. Standard Service Fees
- i. Rates and Fees are described in the Order Form that references this Agreement. The Customer shall pay ITEE the Fees. Travel and Expenses are not included in the Fees and will be billed separately to the Customer in accordance with procedures set out in the Service description.
 - ii. ITEE shall have the right annually or upon each anniversary of the Service Effective Date of a Service to increase the Fees therein by the greater of (i) the U.S. Department of Labor Consumer Price Index (CPI) or (ii) 3.5% of the preceding Fees.
 - iii. In the event of an increase of more than ten percent (10%) of the price of any third party product or service necessary to provide the Services, ITEE may proportionately increase the Fee for the applicable Service upon thirty (30) days written notice to Customer.
- C. Cloud Service Fees
- i. Any contracted Service that is billed based on usage will be billed based on the cloud provider documented total usage, rounded up to the nearest hour.
 - ii. Any contracted usage based Service is billed for a minimum time of thirty (30) days per month for the duration of the contracted Service.
 - iii. For any cloud instance, in which the usage data has been modified, removed, or otherwise rendered unreliable or unavailable, the minimum usage of thirty (30) days per month for the billing period in question will apply. This minimum billing time will also be applied if an instance is terminated, and the termination is not performed by ITEE.
 - iv. For all Cancellation Fee calculations, usage will be calculated as thirty (30) days per month and billed in accordance with Section Three of this Agreement.
- D. Percent Billed Fees
- i. Any Service that is billed as a percent of spend will be calculated as a percent of the total Fees of all active Services, including add-ons, upgrades, and other modifications or additions, during the covered Billing Period with ITEE.
 - ii. For any Service that is billed as a percent of total spending, the percentage is calculated based on the subtotal of all active Services on the account, prior to any discounts or credits.
 - iii. When more than one Service that is billed as a percentage of total spending is selected, then the subtotal used to calculate the percent of spend billing amount is increased by each Service that is billed as a percent of spend prior to calculation of additional percent of spend amounts.
 - iv. Percent of spend billing for multiple Services will be applied in order from the lowest percentage to the largest percentage.
- E. Hourly Fees



- i. All work of whatever nature done by a Team Member for the direct benefit of the Customer constitutes billable time. Such work includes, without limitation, orientation to the Customer's problems and environment, establishing logins, monitoring, research, experimentation, consultations with other persons, conferences, telephone calls, composing emails, drafting, editing, and review of documentation, and drafting reports.
 - ii. Billable time that is directly related to tasks performed in conjunction with an active Service will be billed in accordance with the procedures described in the Service Description.
 - iii. Billable time shall accrue in minimum time increments of fifteen minutes. A two hour minimum charge applies to all Emergency Tasks, Data Recovery Tasks, Cyber Security Tasks, and Compliance or Regulatory Tasks. A one hour minimum charge applies to all other time based Tasks unless otherwise specified in the Order Form or Service Description.
 - iv. For hourly billed work, ITEE will regularly send Customers an invoice detailing an itemized statement of Fees. This invoice will reflect a brief description of Services, billed time, and Fees for Services rendered.
 - v. Total time cannot be determined in advance. Any estimates of total time are provided for the Customer's benefit only and may differ from the final time billed. Customers hereby waive the right to contest any charges made for Services and expenses on invoices if no written complaint, sent in accordance with the Notices section of this Agreement, is received by ITEE within seven (7) days from the date of the invoice.
 - vi. If any Fees or expenses are required to be paid in advance are not remitted within two business days prior to the scheduled Service, ITEE reserves the right to immediately cancel any or all services to Customer until payment has been received, regardless of the technical circumstances of the Customer at the time. Failure to make a payment within the specified time frame will forfeit the assigned time slot. ITEE does not accept any liability attributed to forfeiture of a scheduled time slot.
- F. Project Fees:
- i. Fixed price projects require a deposit of fifty (50) percent of the amount due or in the amount specified on the applicable Order Form in order to be scheduled. The remaining balance is due at the delivery of the project unless otherwise specified on the applicable Order Form.
 - ii. Fixed price projects include only the Work Objectives listed on the Order Form. Failure of the Customer to disclose information, details, or access constitutes a change in the scope of work. Any delay by the Customer that results in the need to replicate work that was previously completed constitutes a change in the scope of work.
 - iii. ITEE reserves the right to change the Fees for any Service or to impose additional Fees or charges due to any changes in the scope of work that is defined on the Order Form. Any additional Fees levied will be due within seven (7) days of the related invoice.
 - iv. Fixed price projects must be completed in a timely manner. Any failure of Customer to provide required information, resources, access, or other facilitation beyond thirty (30) days of the project start will result in an additional Fee of ten



percent (10%) of the project price. For any such request to the Customer that is received after the project start, an additional Fee of five percent (5%) of the project price shall apply if Customer fails to respond within ten (10) days of such request. This Fee may be applied for each instance of such failure. Customer acknowledges that this Fee is not a penalty and is a reasonable accommodation for the additional time required to start and stop projects. Customer acknowledges that any failure to respond within one (1) business day may cause delays to the project and changes to scheduling. ITEE bears no liability for hardship incurred due to such a delay.

- v. Fees paid for Fixed Price Projects are non-refundable and must be used within one (1) year of receipt.
- G. On-Site Visitation:
 - i. All travel fees and expenses will be billed separately. Any on-site visitation that occurs thirty (30) or more miles from ITEE principal place of business is subject to a Trip Fee. A minimum time of three hours applies to all on-site visitations.
- H. Taxes and Fees:
 - i. All Rates and Fees are exclusive of local, state, federal and international sales, value added, excise and other taxes and duties of any kind. Customer agrees to pay any and all taxes and duties arising out of or in connection with this Agreement, other than taxes levied or imposed based upon ITEE's net income.
 - ii. If Customer is required to withhold an amount for taxes before remitting payment to ITEE, ITEE may gross up its rates and the amount due in an original or amended invoice to ensure that the net amount actually received by ITEE equals the gross amount due.
- I. Payment Terms
 - i. Customer agrees to provide ITEE with valid and updated payment method information for an accepted form of payment. If you provide payment information to ITEE, you authorize ITEE to charge the provided payment method for any purchased Service, Product, Hourly Fees, Overage Fees, and other Fees owed to ITEE. For contracted Services, Customer acknowledges that charges will be made in the frequency provided for any Service described on the applicable Order Form, in advance of service rendering. The Customer is responsible for providing complete and accurate billing and contact information to ITEE and notifying ITEE of any changes to such information.
 - ii. ITEE accepts payments the following payment methods: ACH Debit, SEPA Direct Debit, and by Credit Card (Visa, MasterCard, Discover, American Express). ITEE charges a handling fee on each credit card transaction in the amount of 3.5% of the amount paid. Customer agrees that this handling fee has been accepted and electively paid for the additional service of accepting a non-preferred payment option. An additional fee of 1.5% applies to any credit card transaction that is presented in any non-USD currency. An additional fee of 1.5% applies when the Customer's credit card is issued outside of the United States.
 - iii. All Services are billed in USD unless otherwise requested by the Customer and accepted by ITEE. Customer may request billing in an accepted alternate currency, EURO or GBP, for SEPA Direct Debit Payments only. All invoices must be paid in the currency in which they are issued. By making this request, the Customer agrees to pay the applicable Fees for that currency. The Customer



- acknowledges that alternate currencies are accepted as a convenience and the Fees may differ and exceed the Fees provided in USD. The Customer accepts any difference in Fees for this convenience. ITEE retains the right to increase Fees billed in EUR and GBP based on changes to the Mid-Market Exchange Rate. Changes made to Fees in alternate currencies are effective immediately.
- iv. Customer acknowledges that ITEE may use automatic account updating services in order to keep credit card information up to date from changes due to expired or compromised cards. Use of a credit card for payment conveys the Customer's agreement to have this service activated on their account.
 - v. If a payment is rejected, returned, or dishonored, for any reason, a Returned Payment Fee in the amount of thirty dollars (\$30.00) will be assessed in addition to any Late Payment Fees that may be due. Additional penalties may be billed to the Customer if cost to ITEE for the Returned Payment exceeds this amount.
 - vi. Any Customer claims, including (without limitation) disputes in connection with billings, work performance or similar concerns, must be presented to ITEE in writing no later than seven (7) days after the date of the applicable invoice. Failure to timely present a claim in accordance with this section shall constitute a waiver of that claim. If a Customer disputes a transaction, the Customer agrees to pay an investigation fee in the amount of one thousand dollars (\$1000.00) immediately to ITEE. The investigation fee is non-refundable, and the Customer agrees that this fee may be charged to any saved payment method immediately on receipt of a dispute notice.
 - vii. Any late payment shall accrue late payment fees in the amount of 1.5% per month or the highest amount allowable by law, whichever is lower, such interest to accrue on a daily basis after, as well as before, any judgement relating to collection of the amount due; late fees shall not constitute an election of, or ITEE's exclusive, remedy. Late payment shall entitle ITEE to terminate this Agreement for cause, immediately. Customer agrees to pay any and all legal fees, collection fees or other expenses incurred by ITEE due to Customer's failure to pay any amounts due. Customer authorizes the payment of any accrued fees using any payment method on file.
 - viii. Upon cancellation of this agreement by the Customer for any reason, any and all unused funds or credits will be forfeited. Unless ITEE cancels without cause in accordance with the "Right to Cancel" section of this Agreement, no refunds will be provided for any amounts already paid. Any refunds that are provided will not include any applicable handling fees, late payment fees, or returned payment fees.
 - ix. Any payment that is not received on time will result in a cessation of work and provided Services until the delinquent balance is paid. ITEE does not accept any liability for loss or hardship associated with this work cessation. ITEE reserves the right to enforce a re-scheduling of any planned tasks. Any payment that is more than seven (7) days late will result in a service fee and interest as described in this Agreement. In the event any invoice remains outstanding and unpaid after sixty (60) days, ITEE will terminate the account and the bill will be turned over to collections.

3. Service Cancellations

- A. Terminations: Written notice of cancellation for this Agreement or a Service by ITEE may be provided to the Customer via electronic methods. ITEE is entitled to payment for all Services or work that was rendered, regardless of the final status of the work. ITEE does not accept any liability for any loss or hardship that may be associated with cancellation or termination. In the event of cancellation by ITEE of this Agreement or a Service due to material breach, Customer agrees to pay ITEE the Cancellation Fee.
 - B. Termination for Cause: Each party may terminate this Agreement for cause as set forth below or in the applicable proposal.
 - i. Either party may cancel this Agreement, in whole or in part, due to a failure by the other party to carry out any material obligation, term, provision, or condition of this Agreement or any other agreed upon terms, which breach, if capable of being cured, is not cured within thirty (30) days after the terminating party provides the breaching party with written notice of such breach;
 - ii. ITEE may terminate this Agreement, any Service, or any individual Services offered thereunder for cause, if any third party product, consultant, or service (TPS) used to provide such Services is substantially changed by the third party provider (including a substantial increase in price), or if, for any reason, ITEE no longer has access to or the ability to use the TPS to provide the Services;
 - iii. ITEE may terminate this Agreement or any applicable Service for cause if Customer fails to pay any amount due to ITEE within thirty (30) days after ITEE gives Customer written notice of such nonpayment; or
 - iv. ITEE may terminated this Agreement or any applicable Service for cause if Customer (i) terminates or suspends its business, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver, or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
 - C. End of Life: If during the term of this Agreement, ITEE discontinues any Service, then ITEE shall provide Customer with written notice of such discontinuation as soon as reasonably practicable but no less than ninety (90) days prior to such discontinuation and may, in its sole discretion, either (i) substitute the discontinued Service with a service of comparable quality and effectiveness; or (ii) terminate the discontinued Service. If a substitution results in an increase of costs to ITEE or prices from a TPS of more than five percent (5%), then ITEE may increase the Fees proportionately.
 - D. Effect of Termination: If Customer cancels this Agreement or a Service for any reason, Customer agrees to pay ITEE within seven (7) days for all Services performed by ITEE up to the date of cancellation that have not previously been paid. Customer agrees to pay the full Fee of any cancelled Fixed Price Project. For any cancellation of this Agreement or a Service, other than for cause, then Customer shall pay ITEE the Cancellation Fee. Rights and obligations under this Agreement which by their nature should survive shall remain in effect after the termination of this Agreement.
 - E. Termination for Convenience: Customer may terminate this Agreement without cause upon one hundred eighty (180) days' notice and upon payment of the Cancellation Fee, which will be billed in full to Customer within thirty (30) days of ITEE's receipt of notice of termination without cause.
4. Relationship of Parties



- A. Independent Contractor Relationship: The parties are independent contractors. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer – employee relationship between the Customer and ITEE. ITEE is not the agent of Customer or vice versa; neither party is authorized to make any representation or commitment on behalf of the other. Neither party is or will be entitled to any of the benefits that the other party may make available to its employees, such as group insurance, profit sharing or retirement benefits.
 - B. Work by Subcontractor Partners: ITEE may utilize selected third-party subcontractor partners of ITEE for specialized technical services, if needed. Rates are to be the same as provided on the Order Form for work done directly by ITEE unless the Customer approves a change. ITEE will handle all administrative and billing. ITEE shall be liable for all acts, omissions, or work performed by the partner to the same extent as if the work had been performed by ITEE itself under this Agreement.
 - C. Non-Solicitation: Without the other party's express written consent, neither party shall, during the Term and for two (2) years after its expiration or termination, solicit for hire, as an employee or independent contractor, any of the other party's employees, contractors, or subcontractors with whom there has been material contact or where the hiring party possess confidential information or knowledge about the person as a result of this Agreement. In the event of hiring without the other party's consent, the hiring party agrees to pay the other One Hundred Fifty Thousand U.S. dollars (\$150,000.00). The parties agree that the foregoing is a reasonable, liquidated amount, and not a penalty. Notwithstanding the foregoing, nothing in this Agreement shall prevent either party from hiring any person who responds to a general solicitation not personally directed to said person.
 - D. Acceptance of Customer: ITEE may decline to accept as a customer, at its sole discretion, any party which it believes is engaged in unlawful activities, or which may conflict with its prior customer relationships, or which it determines is otherwise incompatible with ITEE's business. ITEE declines to accept as a customer any company which is "adult industry", pornographic in nature, or assists with projects of this type. ITEE declines to accept as a customer any company which does not support racial and gender equality for all persons.
5. Customer Warranties
- A. Authority: Customer represents and warrants to ITEE that Customer has the full right and power to enter into and perform this Agreement without the consent of any third party, and that neither the Customer's entry into this Agreement nor ITEE's performance hereunder will conflict with any other obligation which the Customer may have to any other party. In addition, prior to the commencement of applicable services, the Customer shall provide written notice to ITEE in the event that any software with respect to which it has engaged ITEE hereunder is subject to a license other than a FOSS License; in any event, Customer shall be solely responsible for complying with the terms and conditions of any such license. "FOSS License" means terms that, as a condition of use, copying, modification or distribution, require licensed software or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including (without limitation) software distributed under the GPL license. Customer shall defend, indemnify, and hold ITEE, its affiliates and contractors, and their respective directors, officers, employees, agents, representatives, and subcontractors, harmless from any third party claims and



any related costs and expenses that arise in connection with a violation of any of the foregoing covenants, representations, and warranties, including (without limitation) intellectual property infringement claims related thereto.

- B. **Customer Information:** If applicable, the Customer will provide all necessary and reasonably requested information, direction, and cooperation to enable ITEE to provide the Services. The Customer agrees that ITEE shall use all information and data supplied by the Customer without independently verifying the accuracy, completeness, or timeliness of it. ITEE will not be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate, or outdated information and data. The Customer acknowledges that ITEE is not responsible for any down-time or non-responsiveness or any other issue that may arise due to the Customer's use of ITEE's Services. The Customer further acknowledges that any site, server or other computer network or system on which the Customer uses ITEE's Services is either the property of the Customer or that the Customer has the permission of the owner of the site, server or computer network or system to use ITEE's Services. Furthermore, the Customer acknowledges that they are responsible backing up any and all content, data, and information they upload or use in relation to the Services, including Customers who purchase back-up related Services from ITEE. ITEE is not responsible for corruptions to original or back-up content, data and information which take place due to any glitch, virus, or issue.
 - C. **References:** During the term of this Contract, the Customer agrees that ITEE may use Customer feedback or review in good faith as a reference in marketing materials, websites, discussions, case studies and white papers. After termination or expiration of this Contract, ITEE's use of the Customer as a reference may continue indefinitely unless ITEE is notified otherwise in writing.
 - D. **Endorsement:** The Customer may not claim or otherwise state that ITEE or any of its employees, contractors, or affiliates have endorsed the Customer's technology, products, services, or business endeavors without prior written permission from the Chief Executive Officer or Chief Operating Officer of ITEE; such permission shall be in the sole and absolute discretion of ITEE.
6. **Confidential Information**
- A. **Definition:** Confidential Information as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, specifications, sketches, drawings, models, strategies, marketing plans, business plans, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, analyses, software source documents, customizations, technical improvements, and formulae related to the current, future and proposed products and services of each of the parties, and includes, without limitation, each party's respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customers, customer lists, business forecasts, sales and merchandising, and marketing plans and information. All written and oral information and materials disclosed constitute Confidential Information, regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Recipient. Confidential Information also includes proprietary, sensitive, or confidential information of any third



- party whose information may be disclosed to either party in the course of the other party's business.
- B. **Restrictions:** Each of the parties, as Recipient, agrees that such Recipient will not use, disseminate, or in any way disclose any Confidential Information of the other party, as Discloser, to any person, firm or business, except to the extent necessary for internal evaluations in connection with negotiations, discussions, provision of services, and consultations with personnel or authorized representatives of such Discloser, and for any other purpose such Discloser may hereafter authorize in writing. The Recipient shall and shall ensure that any Confidential Information received is kept confidential except as otherwise required by law. The Recipient may not reverse engineer, disassemble, or decompile any prototypes, software, or other proprietary products, services, or information that embody the Discloser's Confidential Information. Each of the parties, as Recipient, which is not an individual agrees that such Recipient shall disclose Confidential Information of the other party, as Discloser, only to those of such Recipient's employees who need to know such information, and such Recipient certifies that such Recipient employees have previously agreed, either as a condition to employment or in order to obtain the Confidential Information of the Discloser, to be bound by terms and conditions substantially similar to those terms and conditions applicable to such Recipient under this Agreement. Customer acknowledges that ITEE will store Confidential Information from the Customer on ITEE's internal knowledge base, and other computer servers, which may be physically located in multiple nations, and that Contractors may be from multiple nations of citizenship and residence. Each of the parties, as Recipient, shall immediately give notice to the other party, as Discloser, of any unauthorized use or disclosure of Discloser's Confidential Information. Each of the parties, as Recipient, agrees to assist the other party, as Discloser, in remedying any such unauthorized use or disclosure of Discloser's Confidential Information.
 - C. **Term:** Each party agrees and requires their representatives to agree to maintain the confidentiality and security of the Discloser's Confidential Information until the earlier of:
 - i. Such a time as all Confidential Information of the Disclosing Party disclosed under this Agreement becomes publicly known and is made generally available through no action or inaction of the Receiving Party; or
 - ii. The third anniversary of the disclosure after termination of this Agreement. However, to the extent that the Disclosing Party has disclosed information to the Receiving Party that constitutes a trade secret under law, the Receiving Party shall protect that trade secret for as long as the information qualifies as a trade secret.
 - D. **Exclusions:** The terms of this Agreement shall not be construed to limit either party's right to independently develop or acquire products or services without use of the other party's Confidential Information. The Disclosing Party acknowledges that the Receiving Party may currently, or in the future, be developing information internally, or receiving information from other parties, that is similar to the Confidential Information, and/or working with a competitor of the other party; the Receiving Party is free to do so, provided that it maintains the confidentiality of the Confidential Information of the Disclosing Party.
 - E. **Applicability:** The obligations and restrictions under this Agreement of each of the parties, as Recipient, with respect to any portion of the Confidential Information of the other party, as Discloser, shall not apply to such portion that:

- i. was in the public domain at or subsequent to the time such portion was communicated to such Recipient by such Discloser through no fault of such Recipient;
 - ii. was rightfully in such Recipient's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to such Recipient by such Discloser;
 - iii. was developed by employees or agents of such Recipient independently of and without reference to any information communicated to such Recipient by such Discloser, or;
 - iv. was communicated by such Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by each of the parties, as Recipient, of Confidential Information of the other party, as Discloser, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered to be a breach of this Agreement by such Recipient or a waiver of confidentiality for other purposes; provided, however, such Recipient shall provide prompt prior written notice thereof to such Discloser to enable such Discloser to seek a protective order or otherwise prevent such disclosure.
- F. Ownership: All Confidential Information shall remain the property of the Disclosing Party and shall be returned (or, at the Disclosing Party's option, destroyed) within ten (10) business days upon written request. However, the parties acknowledge that copies of Confidential Information deleted from a Receiving Party's systems may remain in a backup file until such system is overwritten. Except as expressly provided in the "License" Section of this Agreement, no rights or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Contract.

7. License and Ownership

- A. License: Subject to payment hereunder, for all software programs or products that constitute or include derivative or collective works, customizations, enhancements or new modules or components of existing software or applications created by ITEE, including (without limitation) existing open source tools or utilities and any pre-existing works of ITEE, (the "Licensed Work Product"), ITEE grants to the Customer a limited, nonexclusive, royalty-free, worldwide license during and after the term to reproduce, modify, distribute, transmit, perform, display and otherwise use such Licensed Work Product (the "IT Eagle Eye License"). Notwithstanding the foregoing, to the extent that any Licensed Work Product is based on, derived from or otherwise subject to a third-party work or license, or any open source license, or constitutes a customization, enhancement or new module or component for software available under any open source license, such Licensed Work Product shall be subject to, and is hereby licensed to the Customer pursuant to, the terms and conditions of the license that applies to such pre-existing work, even if that license is more restrictive than the ITEE License; Customer agrees to consent to and comply with those license terms and conditions at all times. For example, if ITEE has been engaged to fix bugs or otherwise modify or create derivatives of code that is part of the LAMP stack (i.e., Linux, Apache, MySQL, PHP) and licensed pursuant to a version of the GPL license, such bug fixes or other modifications shall be subject to the applicable version of the GPL license, not the ITEE License.

- B. Intellectual Property: ITEE will retain all copyright, patent and other intellectual property rights in the methodologies, ideas, concepts, know-how, tools, techniques, skills, knowledge, experience, software, specifications, documentation, and other materials owned or licensed and used by the Customer or its Affiliates or subcontractors in the course of providing the Services (the “Intellectual Property”), and ITEE shall not be restricted in any way with respect thereto.
8. Safety and Liability
- A. Data Backup: Customer acknowledges that it is Customer’s sole responsibility at all times, including specifically during all Services performed by ITEE, to protect and maintain an up-to-date and restorable backup of any and all databases, files, utilities, software, and other systems of the Customer.
 - B. Security: To the extent permitted by the parties’ respective computer system infrastructures, ITEE agrees to abide by written security standards delivered by Customer to ITEE.
 - C. Service Warranty: The exclusive remedy for any breach of the Service warranty shall be that ITEE, at its own expense, and in response to written notice of a warranty claim by Customer within ninety (90) days after performance of the Service at issue, re-perform the Service to conform to the degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature.
 - D. Limitation of Liability: Except with respect to the Section entitled “Authority”, ITEE will not be liable for special, incidental, indirect, exemplary, or consequential damages or lost profits arising out of or in connection with this Agreement (however arising, including negligence, and damages resulting from impaired or lost data, software or computer failure or any other cause), even if it has been advised of the possibility of such damages. To the extent permitted by applicable law and notwithstanding any other provision of this Agreement, except in the event of a willful breach of Sections under the header "Confidential Information" or a breach of the Section entitled “Authority”, in no event will ITEE be liable to the Customer in an amount greater than the amounts paid or payable by Customer to ITEE hereunder during the most recent one-month period for the Service contemplated as giving rise to such loss. This limitation of ITEE’s liability is cumulative, with all payments for claims or damages in connection with this Agreement being aggregated to determine satisfaction of the limit. The existence of one or more claims will not enlarge the limit. Both parties understand and agree that the remedies and limitations herein allocate the risks between the parties as authorized by applicable laws. The Fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential and other damages set forth in this Agreement. ITEE shall have no liability for the acts or omissions of any third party (other than the ITEE’s subcontractors).
 - E. Representations and Warranties: ITEE represents and warrants that all Services will be performed in a timely, professional, and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION (TITLED "REPRESENTATIONS AND WARRANTIES"), TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITEE MAKES NO WARRANTIES WHATSOEVER IN CONNECTION WITH THE SERVICES OR ANY WORK PRODUCT PROVIDED UNDER OR IN CONNECTION WITH THIS CONTRACT, AND ITEE EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND ACCURACY OF INFORMATIONAL CONTENT.

9. Acceptable Use

- A. Legal: Your use of our Services, including our websites, technologies, applications, expertise or other tasks or products offered, is subject to all applicable local, state, national and international laws, and regulations, and you agree not to violate any such laws or regulations. Any attempt by any person to deliberately damage ITEE Services is a violation of criminal and civil laws. ITEE reserves the right to seek damages from any such person to the fullest extent permitted by law.
- B. Access: When accessing or using ITEE Services or posting articles, comments, or other content, you agree to the following rules/restrictions and acknowledge that violation of any of them constitutes grounds for immediate termination of the Customer's account and access to all or any portion of our Services without further notice, in our sole and absolute discretion
 - i. You will not engage in fraudulent activity of any kind, including by forging information, impersonating other people, contributing information which you know to be false, misleading, inaccurate, or incomplete, or misrepresenting your affiliation with any person or entity.
 - ii. You will not use the Services in any manner that may be considered objectionable, such as by upload, post, display, or otherwise transmit any materials or other content that is false, unlawful, harmful, threatening, abusive, harassing, defamatory, derogatory, obscene, pornographic, libelous, invasive of another's privacy or public rights, gives rise to civil or criminal liability or otherwise violates any applicable law.
 - iii. You will not violate or attempt to violate the security of ITEE Services, use any device, software, or routine to interfere or attempt to interfere with the proper working of any technology or personnel, or take any action that imposes an unreasonable or disproportionately large load on ITEE's infrastructure. Violations of this sort will be prosecuted to the fullest extent of state and federal laws.
 - iv. You will not use or launch any automated device, process or system, including "robots," "spiders," "offline readers," or other mechanisms, that (i) accesses the Site in a manner that sends more request messages to ITEE servers in a given period of time than can reasonably be produced by an individual in the same period using a conventional on-line web browser, or (ii) seeks to retrieve, index, "data mine," or otherwise access Content.
 - v. You will not harvest, collect, or use information about ITEE customers or users.
 - vi. You will not engage in any activity that restricts or inhibits any other user from using or enjoying the Services, whether by "hacking," "cracking," "spoofing," or defacing ITEE in any way.
 - vii. You will comply with all applicable laws, statutes, ordinances, and regulations regarding your use of our Services and will not use any Service or Work Product for unlawful purposes.
 - viii. You will not post, upload, email, link to, or otherwise transmit any Content that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt, destroy, or limit the functionality of our Services or impair others' ability to enjoy the Services, or the

proper functioning of any software, hardware, equipment, or materials used in connection with the Services.

- ix. You will not post or transmit any advertising or commercial solicitations; promotional materials relating to Services or other services which are competitive with ITEE and/or Services; political campaign materials; chain letters; mass mailings, or spam mail.
- x. You will not infringe, misappropriate, or otherwise violate any existing local, national, or international copyright, trademark, service mark, trade name, patent, right of publicity or privacy, or other intellectual property or proprietary rights of any person or entity whatsoever.
- xi. To the extent that ITEE requires a password to access any product or service, or any portion of the Services, you agree (i) to provide ITEE with accurate, complete, and up to date information; (ii) to update your information to keep it accurate, current, and complete; and (iii) comply with this Agreement. Failure to provide accurate information constitutes a breach of the Agreement, which may result in immediate termination of your right to access Services. Furthermore, you agree that you will not (i) give your password to anyone, (ii) use the Services as the agent of a third party, (iii) allow any third party to use your account, (iv) sell or transfer your use of or access to Services or permit anyone else whose account was suspended or terminated to use Services through your user name, account, or password, or (v) select a user name or account identity that impersonates someone else, is intended to disguise the user's identity, is or may be illegal, may be protected by trademark or other proprietary rights, is vulgar or offensive, or may cause confusion. ITEE reserves the right to reject any username in ITEE's sole discretion. If any security breach or unauthorized use of your account occurs, you will notify ITEE immediately in writing or via email. ITEE will not be liable for any loss you incur as a result of someone else using your password and account with or without your permission.
- xii. You may not download, display, reproduce, create derivative works from, transmit, sell, distribute, or in any way exploit content or Work Product available via the Services, including any content, for any public and/or commercial use without the prior written permission of ITEE.

10. General Contractual

- A. **Successors and Assigns:** This Agreement may not be assigned by either party without the other party's consent, and any such attempted assignment shall be void and of no effect. However, either party may assign this Agreement to the successor-in-interest of a merger, acquisition, or sale of substantially all of the party's assets, provided that the assigning party provides written notice thereof to the other party within thirty (30) days after the effective date of such assignment. Subject to the foregoing, this Agreement will be for the benefit of each party's successors and assigns and will be binding on each party's assignees.
- B. **Notices:** All breach-related and account notices permitted or required under this Agreement shall be in writing and shall be delivered from ITEE to the Customer by email with notice deemed given upon transmission to an email address that is provided by the customer for this purpose. Notices from the Customer to ITEE must be sent electronically to account@iteagleeye.com from an authorized account user and registered email address. Notices from the Customer to ITEE will be deemed given upon confirmation of



- receipt from ITEE to the Customer. It is the responsibility of the Customer to ensure receipt of any Notice given to ITEE.
- C. **Governing Law:** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within the State of North Carolina between North Carolina residents.
 - D. **Arbitration in General:** Any claim, whether based on contract, tort, or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out of or relating to this Agreement, including the interpretation, performance, breach, or termination thereof, shall be exclusively and finally resolved by arbitration. The arbitration shall be conducted in the English language by a single arbitrator, and every person named on all lists of potential arbitrators, shall be a neutral and impartial lawyer with excellent academic and professional credentials (i) who has practiced law for at least ten (10) years, with experience in the field of software development and distribution and intellectual property law, and (ii) who has had experience, and is generally available to serve, as an arbitrator. The arbitrator shall be bound by the provisions of this Agreement and base the decision on applicable law and judicial precedent, shall include in such decision the findings of fact and conclusions of law upon which the decision is based, and shall not grant any remedy or relief that a court could not grant under applicable law. The arbitrator's decision shall be final and binding upon the parties and shall not be subject to appeal. Notwithstanding the foregoing, either party may enforce any judgment rendered by the arbitrator in any court of competent jurisdiction. In addition, the arbitrator shall have the right to issue equitable relief, including (without limitation) preliminary injunctive relief. Arbitration shall be conducted in Durham, North Carolina, USA in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All communications and discussions in furtherance of this paragraph shall be treated as confidential settlement negotiations that are not subject to disclosure to any third party.
 - E. **English Language:** The parties have agreed to execute this Agreement and provide all services in the English language. Any action brought under this Agreement shall be conducted in the English language.
 - F. **High Risk Activities:** The services to be provided under this agreement are not designed, manufactured, or intended for high risk activities. Accordingly, ITEE specifically disclaims any express or implied warrant of fitness for high risk activities. Customer will not incorporate (without the express written approval of ITEE) any services into any such products.
 - G. **Force Majeure:** ITEE will not be liable to Customer by reason of any failure in performance of this Agreement if the failure arises out of general failure of internet communications, acts of God, acts of the Customer, acts of governmental authority, fires, strikes, delays in transportation, riots, terrorism or war, or any causes beyond the reasonable control of ITEE.
 - H. **Severability:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such as with respect to duration, geographical scope, activity or subject, it shall be



- construed by limiting and reducing it to the minimum extent necessary, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. Waiver: The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any other or subsequent or preceding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right.
 - J. Duration and Termination: This Agreement will continue for a period of one (1) year following the cancellation or termination of the Customer's Account with ITEE or until terminated as provided in this Agreement. After the termination of this Agreement, the Sections, inclusive of all clauses and sub-clauses, entitled "Confidential Information", "Acceptable Use", "Arbitration in General", "License and Ownership", "Limitation of Liability", "Duration and Termination, Service Cancellations and "Payment Terms" will survive in full force and effect. Any termination of this Agreement shall not relieve the Customer or the Customer's Affiliates of their obligations to pay for Services rendered and expenses incurred by us or our Affiliates up to and including the effective date of such termination.
 - K. Amendment: Except with respect to a change in address for notices, this Agreement shall not be amended except by a written document executed by ITEE and delivered to the Customer in accordance with the "Notices" Section of this Agreement.
 - L. Incorporation by Reference: Where and if applicable, the terms of the Service Descriptions which are located at https://account.iteagleeye.com.com/legal/ITEE_Service_Descriptions, are incorporated into and made a part of this Agreement by reference.
 - M. Entire Contract: This Agreement constitutes the entire contract between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter, including (without limitation) any non-disclosure agreement that the parties may have signed prior to the Effective Date. The terms of this Agreement will govern all Services undertaken by ITEE for Customer; any terms contained in documents provided by Customer which are inconsistent with this Agreement are invalid. No modification of or amendment to this Agreement or Service(s), nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by authorized representatives of both parties. All Customer documents, whether signed or unsigned, including purchase orders, shall not be given any effect which is inconsistent with this Agreement unless this provision is specifically referred to and waived by ITEE in writing. Each Party is entering into this Agreement voluntarily, has read and understands all provisions of this Agreement and has had the opportunity to seek and obtain the advice of counsel on its rights and responsibilities under, and the terms and conditions of, this Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated underneath each signature. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same original.

CUSTOMER IDENTITY:

Company Name:

Street Address:

City:

State or Province & Postal Code:

Country:

EIN or VAT#:

CUSTOMER SIGNATURE:

Signature:

Representative Name:

Title:

Date:

Telephone:

Ext:

Email Address:

IT EAGLE EYE SIGNATURE:

Signature:

Representative Name:

Title:

Date:

Telephone:

Ext:

Email Address: