

Technical Services Agreement

This TECHNICAL SUPPORT SERVICES AGREEMENT is entered into as of 2/18/2020 by Amiveris Enterprise, Inc., an Illinois corporation, with corporate address of 2376 N. Sarazen drive, Vernon Hills, IL 60061 (referred to as "Supplier") and _____ (referred to as "Customer").

WHEREAS, the Supplier is interested in providing fee-based support services to the Customer and the Customer is interested in receiving the services provided for in this Agreement.

NOW, THEREFORE, in consideration of their mutual undertakings, and other good and valuable consideration, the parties hereby agree as follows:

I. STANDARD TERMS AND CONDITIONS:

Labor is charged in 15 minute increments.

II. PRICING: The pricing for providing services under this agreement will follow Schedule A Support Contract Pricing and is incorporated herein. Pricing is subject to change and client will be notified of such change in writing at least 30 days before the new rates take effect.

III. PAYMENT: Payment will be due after support services have been completed to Customer's satisfaction. If Customer is not satisfied with the service provided, and Supplier has been given reasonable notification and opportunity to correct or improve the service, then no payment will be due from Customer for the service provided.

IV. SERVICES PROVIDED: Support services provided by the Supplier under the terms and conditions of this agreement will be limited to UltiPro Reporting Services (BI). These services are provided on a best effort basis. Services provided under this Agreement will be performed remotely or at the client location and may require the use of web meeting or screen sharing technologies.

1. Cooperation of the Customer. The Customer agrees to comply with all requests of the Supplier and to provide access to all documents, files, and systems necessary to the performance of the Supplier's duties under this Agreement.

2. Specific Services. The Supplier agrees to provide telephone consultation, instruction, or support as it pertains to the services under review.

3. Method of Performing Services. The Supplier will determine the method, details, and means of performing the above-described services.

V. EXCLUSIVITY. The services furnished by the Supplier hereunder are not to be deemed exclusive, and the Customer shall be free to secure similar services from others.

VI. CONFIDENTIALITY. Each party shall keep confidential any information relating to the other party's business ("Confidential Information"). Confidential Information shall include (a) any data or information that is competitively sensitive material, and not generally known to the public, including, but not limited to, information about product plans, marketing strategies, finances, operations, customer relationships, customer profiles, customer lists, sales estimates, business plans, and internal performance results relating to the past, present or future business activities, their respective subsidiaries and affiliated companies and the customers, clients and suppliers of any of them; (b) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords a competitive advantage over its competitors; (c) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, and trade secrets, whether or not patentable or copyrightable; and (d) anything designated as confidential. Notwithstanding the foregoing, information shall not be subject to such confidentiality obligations if it: (a) is already known to the receiving party at the time it is obtained; (b) is or becomes publicly known or available through no wrongful act of the receiving party; (c) is rightfully received from a third party who, to the best of the receiving party's knowledge, is not under a duty of confidentiality; (d) is released by the protected party to a third party without restriction; (e) is required to be disclosed by the receiving party pursuant to a requirement of a court order, subpoena, governmental or regulatory

agency or law (provided the receiving party will provide the other party written notice of such requirement, to the extent such notice is permitted); (f) is relevant to the defense of any claim or cause of action asserted against the receiving party; or (g) has been or is independently developed or obtained by the receiving party.

VII. CONTRACT TERM: This agreement will remain in force for a period of one (1) year from the effective date. The agreement will automatically renew for an additional one (1) year period at the then prevailing support contract rates, unless terminated by either party in writing 30 days prior to the renewal date.

VIII. ASSIGNMENT: The Customer may not assign any rights hereunder without the prior written approval of the Supplier, and any attempt to assign any rights, duties, or obligations hereunder without the Supplier's written consent will be void. The Supplier may assign all or any part of its rights or obligations with the Customer's written consent.

IX. DISCLAIMER OF WARRANTY: The supplier makes no warranty of any kind, express or implied, with regard to the services provided hereunder.

X. LIMITATION OF LIABILITY: In no event will the supplier be liable to customer or any other individual or entity connected with customer for any claim, loss, or damage of any kind or nature; whatsoever, arising out of or in connection with the performance of this agreement. Any interruption or loss of service or use of the software, or any files, data, or other computer systems shall in no way cause liability to customer. Any software failure or any loss of profits, sales, business, data, or other direct, indirect, special, incidental, consequential, or loss or damage of any kind or nature resulting from the foregoing, and notwithstanding any failure of essential purpose of any limited remedy should not be assumed by the supplier.

XI. PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

XII. ARBITRATION: Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the State of Illinois. The cost of arbitration will be borne in such proportions as the arbitrators decide.

XIII. ATTORNEYS' FEES: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

XIV. GOVERNING LAW: The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, these standard terms and conditions for sale, or relating to the support hereunder shall be subject to the exclusive jurisdiction of the courts, and governed by the laws of the State of Illinois without regard to that body of law controlling conflicts of law.

XV. TERMINATION OF AGREEMENT:

1. Termination upon Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
2. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party; (3) death of the Customer; or (4) assignment of this Agreement by either party without the express written consent of the other party.
3. Termination by the Customer for Default of the Supplier. Should the Supplier default in the performance of this Agreement or materially breach any of its provisions, the Customer, at the Customer's option, may terminate this Agreement by giving written notification to the Supplier.

4. Termination for Failure to Make Agreed-Upon Payments. Should the Customer fail to pay the Supplier all or any part of the fees set forth in this Agreement, the Supplier, at the Supplier's option, may terminate this Agreement if the failure is not remedied by the Customer within thirty (30) days.

XVI. NOTICES: All notices and demands of any kind which Customer or Supplier may be required or desire to serve upon the other under the terms of this Agreement shall be in writing or via email with read receipt. All notices or demands by mail shall be by certified or registered mail, return receipt requested, sent to the address of the receiving party set forth above (or at such different addresses as may be designated by either party by written notice to the other party). All notices or demands by email shall be sent with read receipt.

XVII. UNENFORCEABLE PROVISIONS: In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Agreement.

XVII. WAIVER: The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

ENTIRE AGREEMENT: This Agreement, including any attachments hereto, constitutes the entire agreement between the parties with respect to Technical Support Services. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.

In Witness Whereof, the undersigned duly authorized representative of Customer has executed this Agreement and Amiveris Enterprise, Inc. has accepted this Agreement effective as of the date indicated after Customer's signature below.

Signature _____

Printed Name _____

Title _____

Date _____

Amiveris Enterprise, Inc.

Signature _____

Printed Name _____

Title _____

Date _____

Schedule A – Pricing

(Effective January 1, 2020)

- ACE Support & UltiPro Custom Report Development are billed at \$140/hr
- Bulk pricing is available for pre-purchase as follows:
 - 25 hours – 10% off (\$126/hr)
 - 50 hours – 15% off (\$119/hr)
 - 100 hours – 20% off (\$112/hr)

ACE Support is defined as a single support incident or issue in which Customer is requesting assistance to solve a single problem or needs assistance with a single issue.

Custom Report Development is complete creation of an UltiPro BI Report.

Pre-purchased hours are available for a period of 12 months and can be utilized for either ACE Support or Custom Report Development. Whatever hours are not utilized within the 12 months period expire and will not roll over.