



This **MASTER SERVICES AGREEMENT** (this "Agreement") is made and entered into as of <<DATE>> ("Effective Date"), by and between **Argano, LLC**, a Texas limited liability company, having a principal place of business at 6100 W. Plano Parkway Suite 1800, Plano, Texas 75093 ("Argano") and <<COMPANY>>, a <<JURISDICTION>> <<ENTITY TYPE>>, having a principal place of business at <<ADDRESS>> ("Company"). Argano and Company are sometimes referred to herein individually as a "Party" and together as the "Parties".

WITNESSETH:

WHEREAS, Argano is engaged in the business of providing information technology systems integration and implementation services, including, without limitation, digital front office and back office solutions to enterprise and mid-market companies, including, without limitation, deployment of CPQ, ERP, CRM, HCM, Business Intelligence and Public Cloud solutions for any major software publisher ("Argano Services"); and

WHEREAS, Company desires to engage Argano to perform certain Argano Services as set forth hereinafter, all in accordance with and subject to the terms of this Agreement and certain Statements of Work, defined below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Services.

- A. Argano hereby agrees to perform certain Argano Services and provide certain deliverables in connection with the Argano Services for Company ("Deliverables") from time to time in accordance with the terms of this Agreement. The precise Argano Services to be performed by Argano and Deliverables shall be mutually agreed upon by the Parties in writing and set forth in one or more statements of work (each a "Statement of Work"), a form of which is attached hereto as Exhibit A. Upon signature by both parties, each Statement of Work is hereby incorporated into and becomes a part of this Agreement. Each Statement of Work shall constitute an individual contract, but entered into (including with respect to the terms hereof) as of the date of each applicable Statement of Work.
- B. From time to time, Company may wish to enter into a Statement of Work with a Argano Affiliate for Argano Services under this Agreement ("Affiliate Statement of Work"), and such Argano Affiliate may wish to enter into the Affiliate Statement of Work with Company. Any such Affiliate Statement of

- Work must be in writing and signed by the parties to the Affiliate Statement of Work, and each signatory to an Affiliate Statement of Work is solely responsible for all obligations it undertakes under the Affiliate Statement of Work, a form of which is attached hereto as Exhibit B. For the purposes of a particular Affiliate Statement of Work, the Affiliate signing such Affiliate Statement of Work will be substituted for Argano everywhere it appears in this Agreement, and the term "Affiliate Statement of Work" will be substituted for Statement of Work everywhere it appears in this Agreement. Argano shall be responsible for the compliance of its Affiliate with all of the terms and conditions applicable to Argano Services performed under each Affiliate Statement of Work.
- C. As used herein, "Affiliate" means in relation to a Party, any entity, directly or indirectly, controlling such Party, controlled by such Party, or under common control with such Party. For purposes of this Agreement, "control", whether used as a noun or a verb, means the possession, directly or indirectly, of the power to affirmatively direct, or affirmatively cause the direction of, the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
 - D. In the event that, as a result of the Argano Services, Company desires to purchase Argano products or purchase licenses, other than those subject to a Statement of Work, such purchase shall be subject to a separate agreement, to be negotiated between the parties.

2. Fees, Invoicing and Payment Terms.

- A. Fees. Company agrees to pay Argano for the Argano Services in accordance with the applicable Statement of Work. In the absence of a fee schedule in the Statement of Work, Company shall pay for the Argano Services on a time and materials basis pursuant to Argano's then current rates, as modified from time to time. Except as otherwise provided in the applicable Statement of Work, the rates stated in any such Statement of Work are guaranteed for twelve (12) months from effective date of such Statement of Work. After this initial twelve (12) month period, Argano reserves the right to increase the rates to account for the change in the Consumer Price Index for All Urban Consumers for the twelve (12) month period then ended, provided that such adjustments will not be in excess of ten percent (10%) in any year and will not impact invoices until thirty (30) days after notice of such rate adjustment has been given. Any and all fees herein are exclusive of and do not include any taxes and Company is responsible for any taxes due related to the Argano Services, except those taxes applicable to Argano's income.

- B. Expenses. Company will pay any pre-approved, actual and reasonable out of pocket expenses accrued by Argano in providing the Argano Services in accordance with the relevant Statement of Work. If Company does not respond to a request for approval of expenses within 5 days, such expenses shall be considered approved.
- C. Payment Terms. Unless different billing and invoicing provisions are set forth in an applicable Statement of Work, Argano shall invoice Company monthly for Argano Services rendered and/or expenses incurred and Company will pay the invoice within thirty (30) days of receipt of such invoice. Invoices submitted by Argano to Company are presumed to be accurate and fully payable on the terms contained herein unless disputed by Company in good faith within fifteen (15) business days of Company's receipt of the invoice. If Company does dispute an invoice in good faith within fifteen (15) business days of Company's receipt of such invoice, Company agrees to remit payment of any undisputed amounts included in such invoice according to the terms of this Section.
- D. Purchase Orders. If a purchase order is required by Company, Company shall deliver to Argano a written purchase order before the commencement of services. Notwithstanding, this Agreement and Statements of Work constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and/or Statement of Work and a Company purchase order, this Agreement/Statement of Work shall prevail. All purchase orders must be signed on behalf of the parties to this Agreement by their authorized representatives executing this Agreement.
- E. Overdue Invoices. Overdue invoices shall bear interest at the lesser of (i) One and One-Half Percent (1.5%) per month or (ii) the maximum allowed by law. In addition, should any invoice be past due by more than thirty (30) days, Argano may, without penalty, without breaching this Agreement or any Statement of Work, and without any liability to Company for interruption of pending work, cease providing Argano Services and Deliverables under any outstanding Statement(s) of Work until such time as Company is current on all invoices. Company shall reimburse Argano for any cost, including, but not limited to, court costs, reasonable attorneys' fees, and collection costs, that Argano expends to collect monies owed it by Company. Notwithstanding and in addition to the remedies available herein, if Company is more than ten (10) days delinquent in any payments to Argano, Argano may modify its payment terms in its sole and absolute discretion, including without limitation, Argano may require further assurances or security from Company or full payment

prior to commencing or continuing any Services or delivering any Deliverables under any and all Statements of Work with Company.

3. Change Order.

- A. A Statement of Work may only be amended by a written change order ("Change Order") created under the process set forth in this Section. A Change Order shall amend the relevant Statement of Work.
- B. Change Request. Except as otherwise provided in a Statement of Work, from time to time during the term of a Statement of Work, Company may request, in writing, changes in the Argano Services, Deliverables, specifications, reporting or other aspects of Argano's performance of the Argano Services that fall within the general scope of such Statement of Work. Upon receipt of each such request from Company (a "Change Request"), Argano shall evaluate the impact that the Change Request shall have on the resources required by Argano to implement the change and Argano shall calculate an equitable adjustment to the estimated fees (up or down, as applicable) for the relevant Statement of Work.
- C. Change Proposal. Argano shall notify Company in writing of the results of such evaluation (the "Change Proposal") as soon as reasonably feasible following receipt of the Change Request. Following receipt of such Change Proposal, Company may elect whether or not to proceed with the Change Proposal. If Company elects to proceed with such Change Proposal, it shall notify Argano accordingly and the Parties shall prepare a written Change Order to implement the Change Proposal, which Change Order shall become effective when executed by the authorized representatives of the Parties.
- D. Lack of Agreement on a Change Order. If Company does not accept the Change Proposal, the Parties shall enter into good faith negotiations toward a Change Order acceptable to both Parties, escalating to the level of the senior management of Argano and Company should the negotiations not be successful in ten (10) days. If, within 30 days after the date of the Change Request, the Parties are unable to agree on a Change Order, then such Change Request shall be of no further force or effect, and this Agreement and the applicable Statement of Work shall remain in full force and effect as if such Change Request had never been delivered.

4. Argano Personnel. Argano shall perform the Argano Services professionally, in accordance with sound and generally accepted professional services standards, faithfully, diligently, timely, responsively, to the best of Argano's ability, in a quality manner, and in accordance with the requirements of the relevant

Statement of Work. All personnel provided by Argano will be fully trained and qualified in the particular area for which their services are rendered. Argano will be responsible for any training of its employees and agents deemed necessary or appropriate to perform the Argano Services. Argano will supply its own materials, supplies and equipment. Company's sole remedy for Argano's breach of this section will be Argano's reasonable commercial efforts, at no additional charge, to remedy any Argano Services performed in a manner that is substantially less than professional and workmanlike or to replace personnel with insufficient skill, knowledge and training with qualified personnel for performance of the Argano Services, as appropriate and determined in Argano's sole discretion. Argano will strive to meet all mutually agreed work plan schedules, but the parties acknowledge such schedules are estimates only, and Argano will not be deemed in breach of this Agreement solely for failing to meet a development or services schedule provided that Argano has made commercially reasonable efforts to meet such schedule.

5. Acceptance.

- A. Acceptance. Unless otherwise set forth in an applicable Statement of Work, the Argano Services and each Deliverable shall be deemed to be accepted upon the earliest to occur of: (i) receipt by Argano from Company of written notice that the Service or Deliverable has been accepted by Company, or (ii) the date which is ten (10) business days after performance of the Service or delivery of such Deliverable to Company, unless Company shall have previously provided to Argano a written statement describing the nonconformance of the applicable Argano Service or Deliverable. In the event of a dispute, acceptance or rejection shall be determined using the criteria set forth in Section 5(B) below.
- B. Criteria. A Deliverable may not be rejected unless it contains a material defect which would prevent such Deliverable from functioning substantially in accordance with the applicable specification in the Statement of Work and the Argano Services may not be rejected unless the Argano Services were not performed in a professional and workmanlike manner substantially in accordance with the applicable specification. Only defects affecting the function, performance or fit of such Deliverable or its failure to substantially satisfy other specific requirements included in the applicable specification may result in rejection for noncompliance. A determination that the Argano Services or any Deliverable fails to comply with its specification may not be based upon any (i) the failure of any Company provided hardware, software or other components to operate in accordance with their published or advertised

specifications, (ii) the failure of a Deliverable to properly interface or inter-operate with any Company or third-party provided hardware, software or other components, which are not specified as part of the Specification for the Deliverable, (iii) the failure of any testing apparatus not supplied by Argano to provide accurate measurements, (iv) the failure of Company or any third-party hired by Company to provide adequate or satisfactory services relating to the testing, installation or acceptance of any Argano Services or Deliverable, (v) damage of any Deliverable by Company or any third-party acting on Company's behalf, (vi) alteration or modification of a Deliverable or Argano Service by anyone other than Argano; (vii) use, adjustment, installation or operation of any Deliverable or Argano Service other than in accordance with instructions furnished by Argano or with an application or in an environment other than as intended or recommended by Argano, (viii) data format or content which produces an unattractive display, requiring only cosmetic or aesthetic changes, unless such format or display is specifically described in the applicable Specification as an essential feature or (ix) failures due to new reports or patches added to the database environment by Company or its agents, unless such modifications shall have been reviewed and approved by a Argano remote database administrator prior to installation and properly installed.

6. Company Obligations.

- A. Equipment. Company will provide suitable equipment, information, and site and system access and facilities (including but not limited to telecommunications services, office services, and supplies). Company will also satisfy any assumptions and perform any Company obligations identified in a Statement of Work.
- B. Access. As it relates to remote services provided by Argano, Company will supply Argano access to their systems via the Internet.
- C. Resources. Company will provide Argano with access to Company's designated management, personnel and staff and to Company's premises as reasonably required to provide the Argano Services under this Agreement.
- D. Designated Point of Contact. The individuals identified in a Statement of Work will be the only points of contact for the coordination of all activities and issues related to the provision of the Argano Services under that Statement of Work. Any changes in the designated points of contact will be made by notice in writing given to the other party.
- E. Performance. Company understands that Argano's performance is dependent in part on Company's actions and performance of certain obligations specified

in each Statement of Work. Accordingly, Company will timely perform its obligations specified in each Statement of Work. Any dates or time periods relevant to performance by one party will be extended to account for any delays due to the delaying party.

- F. On Site. When Argano personnel are required to perform the Argano Services at Company locations, Company agrees to train, certify, evaluate and orient all such Argano personnel in all safety (IIPP), hazardous communication (MSDS information, etc.) and operational instructions in the same manner as Company employees and as required by policy or by law, including, but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Company will provide and require all Argano personnel to wear all appropriate safety equipment. Company will notify Argano immediately in the event of an accident or medical treatment of any Argano employee, and will be provided with a completed supervisor's report of injury. In the event of an accident or other incident involving an Argano employee, Argano shall have the right to conduct an on-site investigation. Company shall cooperate with Argano in the conduct of its investigation.

7. Representations and Warranties.

A. Argano Representations and Warranties.

- i. Argano represents and warrants that Argano and its employees, subcontractors or agents who perform the Argano Services pursuant to this Agreement and the applicable Statement of Work have the experience, capability and resources to efficiently perform the Argano Services to be provided hereunder, and shall perform all such Argano Services in a professional and workmanlike manner and in accordance with the generally accepted standards, forms, procedures and techniques established from time to time by the industry, and in compliance with all applicable laws.
- ii. ARGANO MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING AND WITHOUT LIMITATION ANY OF THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT REGARDING THE ARGANO SERVICES, ANY DELIVERABLE OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARGANO WILL HAVE NO RESPONSIBILITY FOR THE SELECTION, ADEQUACY OR PERFORMANCE OF (I) ANY SOFTWARE NOT CREATED BY ARGANO PURSUANT TO THIS AGREEMENT, (II)

ANY HARDWARE, OR (III) ANY SERVICES PROVIDED BY COMPANY OR ANY THIRD PARTY.

B. Company Representations and Warranties.

- i. Company represents and warrants that it is duly organized, validly existing and in good standing in its place of organization, and is in good standing and duly qualified to do business in all locations where qualification is required for Company to engage in its business.
- ii. Company warrants that the execution, delivery and performance of this Agreement and each Statement of Work has been validly authorized by all corporate action and this Agreement and each Statement of Work represents the valid binding agreement of Company enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and each Statement of Work will not violate any organizational document governing Company, any material agreement to which Company is a party, or any law or court or governmental order to which Company is bound.
- iii. Company further warrants that it shall comply with all applicable laws in performing its obligations hereunder.
- iv. Company represents and warrants that there is no litigation, regulatory investigation or proceeding, administrative hearing or any other similar proceeding pending or to the best of its knowledge threatened against Company which could materially adversely affect Company's ability to perform under this Agreement or any Statement of Work.
- v. Company represents and warrants that, to its knowledge, it has and will have for the duration of any Statement of Work(s) the financial resources that are necessary to meet its financial obligations under this Agreement and each Statement of Work.

8. Term and Termination.

- A. Term. This Agreement will begin on the Effective Date and will remain in effect thereafter unless terminated earlier in accordance with the terms of this Agreement.
- B. Termination.
 - i. Termination for Convenience. Either Party may terminate a Statement of Work and/or this Agreement at any time upon sixty (60) days prior written notice to the other Party.

- ii. Termination for Cause. Each party will have the right to terminate a Statement of Work and/or this Agreement if the other party materially breaches any term of a Statement of Work and/or this Agreement and fails to cure such breach within (a) within fifteen (15) days after Company's receipt of a written notice of default from Argano if the material default is the failure to pay Argano any undisputed amount due hereunder or (b) within thirty (30) days after receipt of written notice in the event of any other material default or where such material default is not susceptible to cure within thirty (30) days or the defaulting Party fails to commence to cure such material default within such thirty (30) day period.
- iii. Immediate Termination. Argano or Company may immediately terminate this Agreement, including any Statements of Work, upon notice if the other party: (a) ceases to carry on business as a going concern; (b) becomes the object of the institution of voluntary proceedings in bankruptcy or liquidation; or (c) becomes the object of the institution of involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets, if such petition or proceeding is not dismissed or receiver discharged within 30 days of filing or appointment.

C. Effect of Termination.

- i. Termination of this Agreement or any Statement of Work shall not affect any other Statements of Work then in effect, unless the parties specifically agree in writing. This Agreement shall continue to govern such Statements of Work until they are terminated or performance has been completed.
- ii. Except in the case of termination by Argano for cause, as soon as practicable after receipt of such termination notice, the Parties shall cooperate in good faith to agree on a plan to expeditiously conclude activities and outstanding obligations of each Party with respect to this Agreement and any applicable Statement of Work. Company agrees to pay Argano for all Argano Services rendered pursuant to the unfinished Statement of Work prior to such termination and any reasonable and necessary non-cancelable expenses incurred in connection with Argano's performance of Argano Services thereunder and pre-approved in writing by Company as well as any close-out activities mutually agreed upon in writing by the Parties.



- iii. If Argano terminates this Agreement or any Statement of Work due to an uncured material breach by Company, Argano will cease all Argano Services and Company agrees to pay Argano all amounts due or accrued as of the date of such termination for Argano Services performed until the effective date of termination.
 - iv. Upon termination of this Agreement for any reason, each party shall return to the other party or destroy (and so certify to the other party) any Confidential Information obtained from the other party.
 - D. **Nonexclusive Remedy.** Except as otherwise set forth in this Agreement, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.
 - E. **Survival.** The following Sections of this Agreement shall survive the expiration or earlier termination of this Agreement:
9. **Insurance.** Argano shall maintain in full force and effect during the term of this Agreement, commercial general liability insurance for bodily injury and property damage with an aggregate liability limit of not less than \$1,000,000; professional liability insurance with an aggregate liability limit of not less than \$1,000,000; worker compensation insurance in an amount not less than required by applicable law; and automobile insurance with a combined single limit of not less than \$1,000,000 dollars. Upon request, Argano shall provide to Company a copy of a Certificate of Insurance evidencing such coverages.
10. **Notices.** All notices, consents, demands and other communications required or permitted to be given or delivered under or by reason of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered to the recipient, (ii) five (5) business days from the date on which deposited with the U.S. Postal Service via first class, registered or certified mail, postage prepaid, return receipt requested, or (iii) one (1) business day from the date on which sent via reputable overnight courier service, such as Federal Express, with all charges prepaid. All such notices, demands and communications to a party hereto shall be sent to the address indicated for such party below, unless another address is specified by such party in a notice given to the other party hereto in accordance with this Section.

If to Argano: Argano, LLC
Attention: General Counsel
6100 W. Plano Parkway, Suite 1800



Plano, TX 75093

If to Company: <<COMPANY>>

Attention:

11. Confidential Information.

A. Definitions

- i. "Confidential Information" means the written, oral and visual information, other than Trade Secrets, that has been furnished or disclosed by one party ("Disclosing Party") to the other party ("Receiving Party"), which includes but is not limited to information about past, present or future products, software and technical information, or marketing and business data, or administrative, management, financial, marketing, manufacturing, costing, customer and vendor lists, employee information, manufacturing, sales or research and development activities of a party which is marked or designated as confidential or proprietary, or which is disclosed in circumstances of confidence and would be understood by the parties, exercising reasonable business judgment, to be confidential or proprietary, including without limitation information viewed or learned by the Receiving Party during a visit to the Disclosing Party's facilities.
- ii. "Trade Secret" means information including without limitation and without regard to form, technical or non-technical data, or any formula, algorithm, pattern, device, compilation, source code program and other human readable program languages, method, technique, or process which: (i) derives economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- iii. "Proprietary Information" means Confidential Information and Trade Secrets.

- B. Use and Nondisclosure Obligations. The Receiving Party will (a) hold the Disclosing Party's Proprietary Information in confidence and take reasonable

- precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its similar proprietary materials), (b) not divulge any such Proprietary Information or any information derived therefrom to any third person except as authorized hereunder, (c) not make any use of such Proprietary Information except to carry out its rights and obligations under this Agreement, and (d) not copy (except as necessary to carry out its rights and obligations under this Agreement). Any employee, consultants or contractors given access to any such Proprietary Information must have a legitimate "need to know" and must be bound by confidentiality obligations no less protective of the Disclosing Party than this Section. During the term of this Agreement and for three (3) years after its termination, neither party will disclose to any third party the specific terms of this Agreement without first obtaining the written consent of the other party. On request, the Receiving Party will return to the Disclosing Party all copies of Proprietary Information. Nothing in this Agreement shall be construed as granting to or conferring upon the other Party any rights by license or otherwise in any Proprietary Information, trademarks, patents, copyrights or other intellectual property of the other, except for the limited purposes of the Parties' obligations hereunder.
- C. Authorized Disclosures. The Receiving Party may disclose Proprietary Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; to the extent allowed by law, the Receiving Party must give reasonable notice to the Disclosing Party to allow the Disclosing Party to contest such order or requirement or seek confidentiality treatment. Each party may disclose the terms and conditions of this Agreement on a confidential basis (i) to legal or financial advisors; (ii) pursuant to a registration report or exhibits thereto required to be filed with the Securities and Exchange Commission, listing agency or any state securities commission, or any other associated filings; or (iii) in connection with any financing transaction or due diligence inquiry. Notwithstanding anything herein to the contrary, each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transaction represented by this Agreement and all materials of any kind (including opinions and other tax analyses) that are provided to the party relating to such tax treatment and tax structure.
- D. Exceptions. Without granting any right or license, the Disclosing Party agrees that subsection (B) does not apply to (i) any information after three years following the disclosure thereof (except Trade Secrets, which will be protected

- in perpetuity) or (ii) any information that the Receiving Party can document by its written records (a) is or (through no improper action or inaction by the Receiving Party or any affiliate, agent, employee, consultant or contractor) becomes generally available to the public, or (b) was properly in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party without restriction, or (d) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party. Notwithstanding any other provision of this Agreement, each party will be free to use for itself and for others in any manner the general knowledge, skill or experience acquired by that party in the course of this Agreement, including using that knowledge as it relates to any present or future customer, vendor or other business partner.
- E. Survival. The obligations of the parties under this Section shall survive termination of this Agreement for whatever reason, and will bind the parties, their successors and assigns.

12. Ownership/Intellectual Property. Argano agrees that all Argano Services it provides under each Statement of Work are being conducted for the benefit of Company. Any and all Deliverables that Argano develops during the term of this Agreement, together with all intellectual property rights relating thereto (collectively, "Company Intellectual Property"), shall be the sole and exclusive property of Company, exclusive of the "Argano Technology" (as such term is hereinafter defined). Argano acknowledges that all such Company Intellectual Property that may be protectable by copyright constitute "works made for hire" as that term is defined in the United States Copyright Act.

- A. Argano Technology. For purposes of this Agreement, the term "Argano Technology" means any and all proprietary technology and confidential information owned by Argano prior to the commencement of Argano Services, including, without limitation, Argano's proprietary software and the documentation therefor, some of which may be used by Argano in performance of the Argano Services or the development of any Deliverables hereunder. The Argano Technology shall also include any enhancements made by Argano to the Argano Technology that do not incorporate Company Confidential Information and made while performing the Argano Services hereunder, and any software, routines, algorithms, templates, interfaces, models, modifications or accelerated approaches which (i) are developed by Argano during the term of this Agreement for its use in providing the Argano Services to Company hereunder, or (ii) are enhancements to Argano's or its licensors' pre-

existing proprietary software products and documentation. Company acknowledges and agrees that Argano shall retain any and all rights Argano may have in or to the Argano Technology, including, without limitation intellectual property rights. Argano hereby grants Company a royalty free, nonexclusive, perpetual, fully paid-up worldwide license to use the Argano Technology and any and all updates and revisions thereto but only as part of the Argano Services or in conjunction with the Deliverables delivered by Argano to Company pursuant to an applicable Statement of Work. Company agrees that the Argano Technology constitutes Argano's Confidential information, and Company agrees to maintain the Argano Technology in confidence pursuant to Section 10, including, without limitation, using the same procedures that Company uses to protect its own confidential and proprietary information of a similar nature, including reproduction of copyright notices and any other legends indicating ownership thereof by Argano on any copies made.

- B. Trademarks. Neither this Agreement nor any Statement of Work gives either Party ownership or license rights or interests in the other Party's trade names or trademarks.
- C. Equitable Relief. Each Party recognizes and acknowledges that any use or disclosure of the intellectual property rights of the other Party in a manner inconsistent with the provisions of this Agreement may cause the other Party substantial and irreparable damage which is not adequately compensable in damages and for which remedies at law may be inadequate. Therefore, in the event of such a violation and upon adequate proof of such violation, in addition to any other relief to which the aggrieved Party may be entitled, the aggrieved Party shall be entitled to temporary and permanent injunctive relief, without the necessity of proving actual damage, as an appropriate remedy to prevent violation of either Party's respective rights or obligations hereunder.

13. Indemnification.

- A. Company Indemnification. Company agrees to indemnify, defend and shall hold harmless Argano, its directors, officers, employees, sub-contractors and affiliates, and any agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against any and all third party claims, suits, proceedings, damages, costs, liabilities and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Damages") arising from or in connection with (i) Company's performance under this Agreement and/or any Statement of Work; (ii) Argano's use of the Company Materials; (iii)

Argano's performance of Argano Services specifically requested by Company in a Statement of Work where performance of such Argano Services infringes a third party's intellectual property rights; or (iv) any vendor whose software is or may be replaced by software from Argano, its agents, or a third party (whether or not included in any Deliverable), as called for in a Statement of Work. Company shall pay Argano for indemnifiable Damages within twenty (20) days of when they are incurred by Argano. Company's obligation to indemnify Argano will survive the expiration or termination of this Agreement by either party for any reason. Indemnification by Company is conditioned upon the following: (i) Argano promptly notifying Company of a claim; (ii) Company having sole control of the defense and all related settlement negotiations (provided, however, that Company may not enter into any settlement agreement without the prior written consent of Argano); and (iii) Argano cooperating, at Company's expense, in the defense and furnishing Company with all related evidence in its control.

- B. Argano Indemnification. Argano shall indemnify, defend and hold Company harmless from and against any and all Damages arising from the gross negligence or willful misconduct of Argano in connection with its performance of Argano Services hereunder. The foregoing indemnification shall also apply to damage or loss to the property of Company arising from the actions or inactions of Argano's employees or agents, whether in the course of their employment or not, including but not limited to acts of theft, vandalism or the like.

14. Limitation of Liability.

- A. Argano's aggregate liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of or relating to a Statement of Work will in no case exceed the fees actually paid Argano pursuant to that Statement of Work.
- B. EXCEPT IN THE EVENT OF A LIABLE PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL ARGANO OR COMPANY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROVISION OF ARGANO

SERVICES HEREUNDER, EVEN IF THE PARTY SEEKING RECOVERY OF SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Export Control.

- A. The Parties agree and understand that, to the extent applicable in the Statement of Work:
- i. certain software may contain encryption technology controlled under U.S. export law, the export of which may require an export license from the U.S. Commerce Department. Company will comply with all applicable export control laws and regulations of the U.S. and other countries;
 - ii. Argano will not directly or indirectly transmit, by way of transshipment, export, reexport, diversion or otherwise, any work product or Confidential Information of Company to any destination or location outside the United States except as authorized by Company and in accordance with the U.S. export control laws and regulations.
 - iii. Argano acknowledges that the export control laws may apply to the disclosure or release of certain technology and software to a foreign national located in the United States, and that Argano will not release to any unprotected foreign national any work product or Confidential Information of Company except as authorized by Company and in accordance with U.S. export control laws and regulations.
 - iv. In order to comply with U.S. export control laws and regulations, Argano agrees that it will not assign any unprotected foreign national to work on Company projects unless Argano has: (i) identified the unprotected foreign national to Company (ii) provided Company with all information necessary for Company to make an export licensing determination; and, (iii) has received from Company permission to assign such unprotected foreign national to Company's work. "Unprotected foreign national" shall mean a person who is not a protected individual under the Immigration and Naturalization Act ("INA") (8 U.S.C. sec. 1324b(a)(3)). Protected individuals generally include U.S. citizens, U.S. nationals, lawful permanent residents, lawful temporary residents, refugees and asylees. Possession of a valid work visa does not necessarily confer protected individual status on an individual.

16. Publicity and Use of Name. Argano may identify Company as a customer of Argano in marketing materials and in demonstrations and presentations in a list



of customers. Identifying Company as a customer may include using Company's name and/or using an exact copy of Company's corporate logo. Company authorizes Argano to issue a press release announcing Company's selection of Argano as a vendor; such press release will be subject to the prior written consent of Company, which consent will not be unreasonably withheld or delayed.

17. Non-Solicitation.

A. Employees and Contractors. Neither Party and its Affiliates shall during the term of this Agreement and for a period of twenty four (24) months following its termination, either directly or indirectly, hire any employee or contractor of the other Party with whom it comes into contact as a result of providing the Argano Services, or recruit, solicit, or entice any such person to become employed by it or any Affiliate and shall not approach any such employee or contractor for such purpose or encourage, authorize or approve the taking of such action by any other person. The Parties agree that any breach of this provision would cause irreparable harm and that in addition to any and all other available remedies injunctive relief, without the necessity of a bond or other security, shall be appropriate and available. Notwithstanding the foregoing, the Parties acknowledge and agree that this Section will not prohibit solicitations by either Party through use of general advertising or other publications of general circulation.

18. Entire Agreement. This Agreement and Statements of Work hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement. Neither party shall be bound by any representations or inducements not expressly set forth in this Agreement. This Agreement may not be amended, discharged, or otherwise altered except in writing signed by both Parties.

19. Governing Law, Venue and Jurisdiction. This Agreement shall in all respects be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law or conflict of laws provision. The sole and exclusive venue for any dispute arising from or relating to this Agreement shall be in the state or federal courts of Collin County, Texas. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY

IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK.

20. No Waiver. No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provisions, or conditions, or of any other term, provision, or condition of this Agreement. No waiver of any right set forth herein shall be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.
21. Independent Contractor. In fulfilling its obligations pursuant to this Agreement and any Statement of Work, each Party shall be acting as an independent contractor and performance of the Argano Services do not create an employee/employer relationship between the Parties. Each Party shall be responsible for payment of taxes, including but not limited to federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as social security, unemployment, worker's compensation, disability insurance and federal and state withholding. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party.
22. Force Majeure. Argano will not be liable for any delay in performance or inability to perform due to causes beyond the reasonable control of Argano and not the result of Argano's negligence or willful misconduct, including without limitation any acts of God, acts or omissions of Company, major equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment, acts of terrorism, whether actual or threatened, acts of a public enemy, epidemics, quarantines or any other act, omission, or occurrence beyond Argano's reasonable control. If Argano's performance is delayed by force majeure, the time for performance will be extended. If an event of force majeure continues for more than thirty (30) days, Argano may, at its option, terminate this Agreement and any Statements of Work thereunder.
23. Severability. In the event any provision of this Agreement shall be determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

24. Assignment. Except as set forth herein, neither party may assign this Agreement or any Statement of Work, or any of its rights, interests, duties or obligations under this Agreement or any Statement of Work, without the prior written approval of the other party, provided, however, that Argano may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any of Argano's other divisions, business units, subsidiaries or affiliates without the prior written consent of Company.
25. No Third-Party Beneficiaries. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
26. Subcontracting. Argano may contract with or permit anyone other than Argano employees to perform any Argano Services required under this Agreement without the prior written consent of Company, provided that such subcontractors must: (a) agree to be bound by terms and conditions at least as protective of the parties' rights as those found in this Agreement, and (b) enter into written confidentiality and non-disclosure agreements at least as restrictive as the confidentiality and non-disclosure provisions in this Agreement. Argano will at all times: (i) constitute the primary obligor for all of Argano's duties and obligations hereunder, and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Argano hereunder that Argano subcontracts to any of its subcontractors.
27. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.
28. Conflicts Between Agreements. In the event that there is any conflict between the provisions of this Agreement and any duly executed Statement of Work, this Agreement shall control, unless the Statement of Work or this Agreement clearly states that in the event of such conflict, the Statement of Work shall control.
29. Counterparts. This Agreement and any Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement or any Statement of Work, shall have



the same effect as physical delivery of the paper document bearing the original signature.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above mentioned.

Argano, LLC

By: _____

Name: _____

Title: _____

Date: _____

<<COMPANY>>

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A
FORM OF STATEMENT OF WORK

Argano Statement of Work Number: _____

Argano Project Number: _____

This Statement of Work, dated _____, is between **Argano, LLC**, ("Argano"), and <<**COMPANY**>> ("Company").

RECITALS:

WHEREAS, Argano and Company have entered into that certain Master Services Agreement dated _____ (as may be amended from time to time, the "Master Services Agreement"); and

WHEREAS, pursuant to the Master Services Agreement, Argano has agreed to perform certain Argano Services in accordance with Statement of Work from time to time entered into by the Parties and Company and Argano now desire to enter into such a Statement of Work; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

MSA. The provisions of the Master Services Agreement are hereby expressly incorporated by reference into and made a part of this Statement of Work.

IN WITNESS WHEREOF, the Parties have hereunto signed this Statement of Work effective as of the day and year first written above.

ARGANO, LLC

Signature: TEMPLATE NOT FOR
SIGNATURE

By: _____
Title: _____

<<**COMPANY**>>



Signature: TEMPLATE NOT FOR
SIGNATURE

By: _____
(Print Name)

Title: _____



EXHIBIT B
FORM OF AFFILIATE STATEMENT OF WORK

Argano Affiliate Statement of Work Number: _____

Argano Project Number: _____

This Statement of Work, dated _____, is between <<**ARGANO AFFILIATE**>>, ("<<ARGANO AFFILIATE>>"), an Affiliate of Argano, LLC ("Argano"), and <<**COMPANY**>> ("Company").

RECITALS:

WHEREAS, Argano and Company have entered into that certain Master Services Agreement dated _____ (as may be amended from time to time, the "Master Services Agreement"); and

WHEREAS, pursuant to the Master Services Agreement, Company may wish to enter into a Statement of Work with a Argano Affiliate for Argano Services under the Master Services Agreement ("Affiliate Statement of Work"), and such Argano Affiliate may wish to enter into the Affiliate Statement of Work with Company; and

WHEREAS, pursuant to the Master Services Agreement, <<ARGANO AFFILIATE>> has agreed to perform certain Argano Services in accordance with this Statement of Work and Company and <<ARGANO AFFILIATE>> now desire to enter into such a Statement of Work; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

MSA. The provisions of the Master Services Agreement are hereby expressly incorporated by reference into and made a part of this Statement of Work.

IN WITNESS WHEREOF, the Parties have hereunto signed this Statement of Work effective as of the day and year first written above.



<<ARGANO AFFILIATE>>

Signature: TEMPLATE NOT FOR
SIGNATURE

By: _____
Title: _____

<<COMPANY>>

Signature: TEMPLATE NOT FOR
SIGNATURE

By: _____
(Print Name)

Title: _____

List of Appendices: