

CUSTOMER MASTER SERVICE AGREEMENT

This Customer Master Service Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

ControlSync Solutions, a Delaware corporation with principal offices at 1200 Innovation Park Drive, Austin, Texas 78758 ("Provider")

and

[Customer Name], a [State of Incorporation] corporation with principal offices at [Customer Address] ("Customer")

RECITALS

WHEREAS, ControlSync Solutions provides enterprise software solutions for industrial automation and operational intelligence;

WHEREAS, Customer desires to procure certain software services from Provider;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. DEFINITIONS

1.1 "Services" means the cloud-based software platform and related support services provided by ControlSync Solutions, as more specifically described in the attached Service Exhibit A.

1.2 "Subscription Term" means the initial twelve (12) month period, renewable as specified in Section 3.

1.3 "Confidential Information" means all proprietary technical and business information disclosed by either party during the course of this Agreement.

2. SERVICE DESCRIPTION

2.1 Platform Access Provider shall grant Customer a non-exclusive, non-transferable license to access the ControlSync Solutions cloud platform during the Subscription Term.

2.2 Service Levels Provider guarantees 99.95% platform availability, with service credits applied for any downtime exceeding this threshold, as detailed in Exhibit B.

2.3 Supported Integrations The platform supports integration with Rockwell Automation PLC systems, Allen-Bradley control platforms, and standard SCADA infrastructure.

3. SUBSCRIPTION TERMS

3.1 Initial Term The initial Subscription Term shall commence on the Effective Date and continue for twelve (12) consecutive months.

3.2 Renewal This Agreement shall automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal at least thirty (30) days prior to the current term's expiration.

3.3 Pricing Customer shall pay the annual subscription fee of \$125,000, payable in quarterly installments of \$31,250, subject to annual price adjustments not to exceed 3%.

4. INTELLECTUAL PROPERTY

4.1 Ownership All intellectual property rights in the ControlSync Solutions platform remain exclusively owned by Provider.

4.2 Customer Data Customer retains all rights to data uploaded or generated through the platform.

5. CONFIDENTIALITY

5.1 Obligations Each party agrees to maintain strict confidentiality of the other party's Confidential Information, using no less than reasonable commercial standards of protection.

5.2 Exclusions Confidential Information shall not include information that: a) Is publicly available b) Was known prior to disclosure c) Is independently developed d) Is received from a third party without breach of confidentiality

6. WARRANTY AND DISCLAIMER

6.1 Service Warranty Provider warrants that Services will perform substantially in accordance with documentation and meet published specifications.

6.2 Limitation of Liability EXCEPT FOR BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY'S TOTAL LIABILITY SHALL EXCEED THE TOTAL FEES PAID IN THE PRECEDING TWELVE (12) MONTHS.

7. TERMINATION

7.1 Termination for Cause Either party may terminate this Agreement for material breach after providing thirty (30) days written notice and opportunity to cure.

7.2 Effect of Termination Upon termination, Customer shall cease platform access, and Provider shall return or destroy Customer data within thirty (30) days.

8. MISCELLANEOUS

8.1 Governing Law This Agreement shall be governed by the laws of the State of Texas.

8.2 Entire Agreement This document constitutes the entire understanding between the parties, superseding all prior agreements.

8.3 Force Majeure Neither party shall be liable for delays caused by circumstances beyond reasonable control.

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ControlSync Solutions:

By: _____ Name: Elena Rodriguez Title: Chief Executive Officer Date: January 1, 2023

Customer:

By: _____ Name: Title: Date:

[Exhibits A and B to be attached]