TERMS OF SERVICE FOR CONTROLSYNC SOLUTIONS

1. PARTIES AND EFFECTIVE DATE

This Terms of Service Agreement ("Agreement") is entered into as of January 1, 2023, by and between ControlSync Solutions, a Texas corporation with principal offices located at 1200 Innovation Parkway, Austin, TX 78758 ("ControlSync" or "Company"), and the end user accessing or utilizing the ControlSync software platform ("Customer").

2. DEFINITIONS

2.1 "Platform" shall mean the ControlSync cloud-based industrial automation software suite, including all associated software, APIs, documentation, and related services.

2.2 "Subscription" refers to the Customer's authorized access and usage rights to the Platform under the selected service tier.

2.3 "Confidential Information" includes all proprietary technical, business, and operational information disclosed by either party during the course of this Agreement.

3. SUBSCRIPTION SERVICES

3.1 Platform Access ControlSync grants Customer a non-exclusive, non-transferable license to access and utilize the Platform subject to the terms herein, solely for Customer's internal business operations.

3.2 Service Levels The Platform shall maintain a minimum uptime of 99.5% monthly, excluding scheduled maintenance windows. Performance metrics and availability shall be documented in the attached Service Level Agreement (Exhibit A).

3.3 User Limitations Subscription permits access for the number of user seats specified in the Customer's selected service tier. Additional users may be added through supplemental licensing agreements.

4. FEES AND BILLING

4.1 Subscription Fees Fees shall be calculated based on selected service tier, number of user seats, and data processing volume. Pricing is detailed in the current rate schedule incorporated herein by reference.

4.2 Payment Terms Invoices will be issued monthly or annually, depending on selected billing cycle. Payment is due within thirty (30) days of invoice date. Late payments are subject to a 1.5% monthly finance charge.

4.3 Taxes All fees are exclusive of applicable taxes, which shall be the responsibility of the Customer.

5. DATA PROTECTION AND SECURITY

5.1 Data Ownership Customer retains ownership of all data processed through the Platform. ControlSync assumes no proprietary rights to Customer data.

5.2 Data Privacy ControlSync implements industry-standard encryption and security protocols to protect Customer data, including: - AES-256 encryption for data at rest - TLS 1.3 encryption for data in transit - Regular third-party security audits - Compliance with GDPR and CCPA privacy standards

5.3 Data Retention Customer data will be retained for the duration of the active subscription, with optional extended archival services available.

6. INTELLECTUAL PROPERTY

6.1 Ownership All intellectual property rights to the Platform, including source code, algorithms, and derivative works, remain exclusively with ControlSync.

6.2 Restrictions Customer shall not: - Reverse engineer the Platform - Create derivative works - Redistribute or resell Platform capabilities - Remove or alter proprietary markings

7. LIMITATION OF LIABILITY

7.1 Maximum Liability ControlSync's total liability shall not exceed the total fees paid by Customer in the preceding twelve (12) months.

7.2 Exclusions ControlSync shall not be liable for: - Indirect or consequential damages - Lost profits or business interruption - Third-party claims - Issues arising from Customer's misuse of the Platform

8. TERMINATION

8.1 Termination Rights Either party may terminate this Agreement with thirty (30) days written notice.

8.2 Suspension ControlSync reserves the right to suspend service for: - Non-payment - Violation of terms - Suspected unauthorized access

8.3 Post-Termination Upon termination, Customer shall cease Platform access. ControlSync will provide data export capabilities for a limited period.

9. MISCELLANEOUS

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

9.2 Dispute Resolution Any disputes shall be resolved through binding arbitration in Travis County, Texas.

9.3 Force Majeure Neither party shall be liable for delays caused by unforeseeable circumstances outside reasonable control.

10. SIGNATURES

By executing below, the parties acknowledge understanding and acceptance of these terms.

ControlSync Solutions:

Authorized Signature Date: