



MASTER SERVICE AGREEMENT

This master service agreement is between:

Service Provider
DataVault Solutions 1625 South Blvd. Suite 208 Charlotte, NC 28203 704-598-1953 (Main)

AND

Client
Example Company A 1 Example St. Example, NC 00000 www.example.com

Agreement Effective Date: Example Date

This Master Services Agreement (“Agreement”) by and between Client as identified (above) and DataVault Solutions located at the address set forth above, is effective as of the date specified above (the “Effective Date”). The parties agree as follows:

1. Term of Agreement

The term of this Agreement shall commence on the Effective Date and Terminate twelve (12) months thereafter. This Agreement shall automatically renew on month-to-month terms unless either party provides the other with notification of termination at least thirty (30) days prior to expiration of the then-current term. If the Client chooses not to renew their Agreement at the end of a term, they will automatically shift to a month-to-month service model until their transition to another provider is complete.

Prior to the applicable Agreement end date, DataVault Solutions may terminate this service agreement, in whole or in part, by delivering to the Client written notice of such termination no later than thirty (30) days prior to the Service Termination Date. In the event of any such termination, the Fees payable by the Client for Services in this Agreement will be reduced to reflect the Services, or portion thereof, that have been terminated. Notwithstanding the foregoing, no termination of this Agreement shall relieve the Client of any of its obligations hereunder to pay to DataVault Solutions all applicable Fees and Expenses incurred prior to such termination.

2. Services

DataVault Solutions shall provide the Information Technology support services set forth in the attached Services Proposal ("Proposal") and any subsequent proposals executed by the parties. Each proposal shall set forth the type of Services to be performed and the related fees. Third Party Licensing fees may be subject to change upon notice to Client. Client agrees to pay for the actual Services provided by DataVault Solutions at the specified rate. Neither party shall have any obligation with respect to payment, delivery, and/or acceptance of any Services until an Agreement setting forth the specific terms with respect to such Services has been executed by both of the parties.

3. Routine Maintenance & Support

Device support included in this agreement covers all routine maintenance and support – i.e. antivirus updates, business application support (Microsoft Office/Google Workspace), Windows OS patches/updates. Device support in this agreement does NOT include advanced business continuity/disaster recovery efforts – i.e. data restoration/recovery, system rebuild/replacement. Any advanced recovery efforts will be done under a statement of work agreed to by the client and DataVault Solutions and billed at the current project rate.

4. Fees, Payment, and Taxes

Client agrees to pay DataVault Solutions in accordance with all fees specified in this Agreement. All payments shall be made in U.S. dollars and will be due on Client's receipt of the applicable invoice. Client shall be responsible for any taxes which are required by law to be collected by DataVault Solutions, including, without limitation, all sales, excise, or use taxes due on the transactions included in this proposal. If applicable, client can provide DataVault Solutions customary proof that certain transactions are exempt from such taxes. DataVault Solutions shall have the right to suspend service if Client has failed to pay any invoice within forty-five (45) days of receipt.

5. Warranties for Services

Except as expressly stated in this Agreement, DataVault Solutions does not make, and hereby disclaims any and all warranties, conditions, or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose or noninfringement or any warranties regarding the performance of any software or hardware provided or installed by DataVault Solutions. Third-party product warranties, if any, are provided by the manufacturer or publisher of the product, DataVault Solutions makes no warranties whatsoever covering third-party products or licensing. DataVault Solutions hereby warrants that any products or materials to be installed by DataVault Solutions engineers will

be installed in a professional manner in accordance with generally applicable industry standards and in accordance with the requirements of this agreement.

6. Limitation of Liability

DataVault Solutions will not be liable in any event to client, employee, or seller of client, or any third party, for any indirect, incidental, special, or consequential damages (including, without limitation, damages for interruption of services, loss of business, loss of profits, loss of revenue, loss of data, or loss or increased expense of use client or any third party incurs), whether in an action in contract, warranty, tort, or strict liability, even if DataVault Solutions has been advised of the possibility of such liabilities. DataVault is not responsible for problems that occur as a result of the use of third-party software or hardware. In no event will DataVault Solutions liability to Client hereunder exceed the total amount paid by Client to DataVault Solutions for services during the immediately preceding one (1) month.

7. Indemnification

The Client shall at all times indemnify and save DataVault Solutions harmless against and from all losses, liability, expenses, and other detriments of every nature and description to which the Client may be subjected by reason of any act or omission of DataVault Solutions, its subcontractors, consultants, agents, officers, directors, and employees where such loss, liability, expense or other detriment arises out of or in connection with the performance of the work, including, but not limited to, personal injury (including death) and loss of or damage to the property of the Client or others. This indemnity will not extend to any claims, damages, losses, and expenses which are due to the sole negligence of DataVault Solutions.

8. Intellectual Property

The intellectual property of each party shall remain the property of that party, except that all work product of any type or kind whatsoever, whether tangible or intangible, which DataVault Solutions invents, creates, composes, authors, discovers or otherwise produces hereunder for the Client shall be considered to belong to DataVault Solutions. If and to the extent any work product hereunder may not constitute a work made for hire as so defined, the Client hereby irrevocably grants, assigns, and transfers all rights, title, and interest of any kind in and to such work product to DataVault Solutions.

9. Confidential and Proprietary Information

Each party agrees that all know-how, business, technical, and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information.

The Client agrees not to disclose rate(s), term(s), or any information regarding this Agreement, or any other Agreement, without the prior written consent of DataVault Solutions.

10. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

11. Non-Solicitation Agreement

The Client agrees not to hire or attempt to hire any DataVault Solutions employee or former employee within two (2) years of termination of employment, as full-time or part-time employee, contractor, or any other such position without the written consent of DataVault Solutions.

12. Jurisdiction

This Services Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina.

13. Independent Organization

The parties to this Agreement are independent organizations. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14. Complete Understanding; Modification; Amendment

This Agreement, including any and all Attachments and Proposals attached hereto, constitutes the full and complete understanding and agreement between Client and DataVault Solutions and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement and Proposal – including number of supported users, workstations, servers, and/or network devices – will be effective only if requested and agreed upon in writing by Client and DataVault Solutions.

15. Disputes

In the event one Party believes the other Party to be in breach of this Agreement ("Dispute"), the aggrieved Party shall notify the other Party or its counsel ("Notice") of the alleged breach or violation, and the Parties shall attempt in good faith to resolve or clarify the Dispute ("Negotiation"). In the event the parties are unable to cooperatively resolve the Dispute, they shall attempt, in good faith, to mediate the matter in a mutually acceptable location ("Mediation"), engaging the services of a mediator familiar with subject matter at issue and acceptable to both Parties. Applicable mediation fees shall be borne equally by the Parties. The requirement of Mediation shall be deemed satisfied if the filing Party proposed a qualified

mediator and offered to make itself reasonably available during the 60 days following Notice, but Mediation did not take place or conclude within such 60-day period.

16. Waiver and Severability

Waiver or failure by either party to exercise in any respect any right provided for in the Agreement will not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement will continue in full force and effect.

By signing this Contract, the Parties hereto agree to all terms and conditions contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be signed by their duly authorized representatives as of the date set forth below:

ACCEPTED BY:

Example Company A

Name (Please Print)

Signature

Date

ACCEPTED BY:

DataVault Solutions

Name (Please Print)

Signature

Date

Please sign upon acceptance of this agreement. Thank you for your business!