# INFORMATION TECHNOLOGY  SERVICES AGREEMENT

This Information Technology Services Agreement ("Agreement") is made this        **day of**        **20** between **Sycure Corp**, d/b/a Columbia Basin Information Technology, a Washington corporation, located at PO Box 5570, West Richland, WA 99353 ("CBIT" or "Company"), and _____ located at _____ ("Customer").

**WHEREAS,** Company is engaged in the business of providing a full range of information technology consulting services; and

**WHEREAS,** Customer desires to retain Company to perform information technology services and functions; and

**NOW THEREFORE,** in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

## AGREEMENT

1. **Contracted Services.**   This Agreement shall apply to the delivery of information technology services, support, and functions as further described in Statements of Work ("SOW") that may be proposed and approved by the parties.  Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services").  In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference.   Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Company or pay Company any fees.

2. **Term of Agreement.**

   (a)    The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided below ("Term").  In the event that the SOW provides for a different Term, the SOW Term will control for that specific SOW only.

   (b)    Either party shall have the option to terminate this Agreement, with or without cause, by providing a thirty (30) days notice of its intent to terminate the Agreement.  In the event that a SOW provides for a different termination notice period, the SOW termination clause will control for that specific SOW only.

   (c)    In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Customer requests, in writing, to have Company complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.

   (d)    The Agreement can be terminated for cause, as defined in paragraph 15(a) herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph 15(a) below or a Permitted Delay, as defined in paragraph 15(a) herein, does not apply.

3. **Fees and Payment Terms.**

   (a)    In exchange for the Services performed by CBIT, as set forth in any SOW, Customer agrees to compensate Company at the rates identified in the fee schedule set forth in a SOW.  Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein.  Customer will pay all undisputed invoices within fifteen (15) days of receipt thereof.  In the event that a SOW provides for a different payment schedule, the SOW payment schedule will control for that specific SOW only.

   (b)    A late charge of one and one-half percent (1½%) per month, or the legal maximum if less, shall accrue on past due billings unless Customer notifies Company of a billing dispute in writing prior to the payment

due date.  Customer shall be responsible for any costs incurred by Company in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.

4. **Change Orders or Out of Scope Services.**   To the extent that Customer requires or requests additional services or services that exceed the Services set forth in any SOW incorporated herein, Company will charge an additional fee for such additional services or out of scope work.  Fees for such additional services or out of scope work will be set forth on a Change Authorization Order ("CAO"), which will also provide a description of the changed or additional service(s) being requested.  Once a CAO is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the SOW that is incorporated into the Agreement.

5. **Ownership of Materials Related to Services.**   Each party retains all right, title and interest in its respective trade secrets, inventions, copyrights and other intellectual property. Customer does not acquire any ownership interest in or right to possess the hardware or software CBIT or its suppliers provides for Customer's use. Except as set forth in an SOW, Customer has no right of physical access to the hardware. On termination of the Agreement, Customer will promptly release any Internet protocol numbers, addresses or address blocks assigned to Customer in connection with the Service (but not any URL or top level domain or domain name). Customer agrees that CBIT may take steps to change, redirect or remove those IP addresses.

6. **Independent Contractor.**   The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties.  All Company employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose.  Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law.  In no event will any Company employee be eligible for or entitled to any benefits of Customer.

7. **Confidential Information.** The parties acknowledge that each may be exposed to certain information that is not generally known to the public which would be considered confidential or proprietary by the other party ("Confidential Information"). Confidential Information includes, without limitation, this Agreement, CBIT's pricing, and all competitively sensitive or secret business, marketing and technical information disclosed by one party to another. Each party agrees that, in the event a party is exposed to the other party's Confidential Information, the receiving party: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party (but CBIT may disclose Customer's Confidential Information to its suppliers used to perform the Services, who are subject to confidentiality obligations consistent with this Agreement), and (iii) will not use Confidential Information (other than as specifically authorized by this Agreement) without the prior written consent of the other party. Within 5 days after a request by either CBIT or Customer, or upon termination of this Agreement, all materials or media containing any Confidential Information will be either returned to the originating party or destroyed by the receiving party. Confidential Information does not include information which: (a) was already known to the receiving party prior to the time that it is disclosed to the receiving party as evidenced in writing and without a duty of confidentiality; (b) is or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (c) has been rightfully received from a third party without breach of any duty of confidentiality; (d) has been approved for release by written authorization of the disclosing party; or (e) is required to be disclosed pursuant to the order of a court or governmental agency, and if the disclosing party has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure.

8. **Nonsolicitation of Employees.**   Customer will not, either directly or indirectly (except through Company) solicit, hire, or contract with any Company employee during the term of this Agreement and for a one (1) year period following termination thereof (hereafter the "Non-solicitation Term").  In the event that Customer desires to directly hire any Company employee during the Non-solicitation Term, Customer must first seek Company's consent to directly hire the employee and to speak with the Company employee about the employment opportunity.  In the event that Company grants Customer the option to directly hire a Company employee, and the Company employee accepts an offer of employment from Customer, the parties shall discuss issues related to the employee's transition to Customer.  The employee's start date will be mutually agreed upon by Customer

and Company in writing.  Provided the parties agree to the Company employee's transition terms, Customer shall pay Company a placement fee of no less than 20% of offered salary prior to the Company employee commencing work as an employee of Customer. Unless the parties agree otherwise, Customer shall not directly hire more than two Company employees during the Non-solicitation Term.  If Customer hires a Company employee without first obtaining the consent of CBIT, Customer shall pay Company a liquidated damage amount equal to 100% of the employee's fair market salary, as determined by Company in its sole discretion.

9. **Customer Responsibilities.**     In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, Customer shall have shared responsibility with Company regarding the following:

    (a)    To ensure that the necessary business and application knowledge is available and conveyed from the Customer's existing support team to Company's support team.

    (b)    Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.

    (c)    Provide at its facility, office space and equipment for Company's on-site employees if applicable. Access will also be provided to the Customer's source libraries, test systems, and test data.

    (d)    Provide external communications capability and/or access to its work facility to enable Company's on-site project team to access the Customer's information technology system for after hours or weekend Services as required.

    (e)    Customer shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by CBIT.  In the event that Customer declines or fails to assign an employee or representative to be present during such hours, Customer waives any and all claims for any property damage or loss that occurs during such time that Company's employee(s) is on the Customer's work facility.

    (f)    Provide passwords and job numbers to Company employees as needed.

10. **Warranty of Services and Disclaimers.**   Any warranty offered by Company for Services provided herein shall be set forth in the SOW.  In the absence of any warranty language in the SOW, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed at the location in which they are being performed.  IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE. CBIT does not represent or warrant that the Services will be uninterrupted, error-free, or completely secure. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Customer privacy and property or disclosure of Confidential Information of Customer.  Except as set forth in this Agreement, CBIT disclaims all warranties of any kind, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. Customer is solely responsible for the suitability of the Services chosen. Unless otherwise set forth in an SOW, all Services are performed on an "AS IS, AS AVAILABLE" basis. CBIT does not promise to back up Customer's data unless Customer has expressly purchased back up services. CBIT does not promise to retain the data backup for longer than the agreed data retention period set forth in the applicable SOW.

11. **Unauthorized Access to Customer's Data or Use of the Services.**  CBIT is not responsible to Customer for unauthorized access to Customer data or the unauthorized use of the Services unless the unauthorized access or use results from CBIT's failure to meet its security obligations stated in the Agreement. Customer is responsible for the use of the Services by any of its employees, or by any person to whom Customer has given access to the Services, and any person who gains access to Customer data or the Services as a result of Customer's failure to

use reasonable security precautions, even if that use was not authorized by Customer. CBIT is not responsible for unauthorized access to Customer's Service email address, and Customer will be held responsible for the contents of any messages originating from the service email address, including without limitation authorization of any new Services.

12. **Limitation of Liability and Disclaimer of Damages.**   IN NO EVENT WILL CBIT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. CBIT WILL NOT BE LIABLE FOR ANY LOSS OF USE, DATA, OR OTHER ECONOMIC ADVANTAGE, WHETHER OR NOT IT HAS BEEN ADVISED OF THAT POSSIBILITY. CBIT WILL HAVE NO LIABILITY TO CUSTOMER ARISING FROM OR RELATED TO (A) CUSTOMER'S FAILURE TO PERFORM ANY ACT REASONABLY REQUESTED OR RECOMMENDED BY CBIT, INCLUDING FAILURE TO OBTAIN ANY RECOMMENDED UPGRADES FOR CUSTOMER-SUPPLIED EQUIPMENT OR SOFTWARE; (B) ANY THIRD PARTY HARDWARE, SOFTWARE, INFORMATION OR MATERIALS USED BY CUSTOMER, OR (C) ANY MODIFICATIONS TO THE SERVICES, PERFORMED BY ANYONE OTHER THAN CBIT. IN NO EVENT WILL CBIT'S LIABILITY TO CUSTOMER EXCEED THE ACTUAL AMOUNTS RECEIVED BY CBIT FROM CUSTOMER FOR THE 3-MONTH PERIOD PRIOR TO THE EVENT THAT GIVES RISE TO THAT LIABILITY, REGARDLESS OF THE FORM OF ACTION. TERMINATION OF THE AGREEMENT IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CBIT'S FAILURE TO MEET ITS OBLIGATIONS.

13. **Indemnification.**   If CBIT, CBIT's affiliates, or any of their respective employees, agents, or suppliers is faced with a legal claim by a third party arising out of Customer's actual or alleged violation of law, failure to meet the security obligations required by the Agreement, violation of Customer's agreement with Customer's customers or end users, or violation of any applicable law or regulation, then Customer will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on CBIT as a result of the claim. Customer's obligations under this subsection include claims arising out of the acts or omissions of any person who gains access to the Services even if the acts or omissions of such persons were not authorized by Customer.  Customer must also pay reasonable attorney fees and any other expenses CBIT may incur in connection with any dispute between persons having a conflicting claim to control Customer's account with CBIT, or any claim by Customer's customer or end user arising from an actual or alleged breach of Customer's obligations to them.  CBIT will promptly notify Customer of a claim that is covered by this Section and provide Customer reasonable, non-monetary cooperation.

14. **Equal Opportunity Employer.**   Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Consultants hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

15. **Termination.**

    (a)   Termination for Cause:  If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Exhibits or Amendments hereto), then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail.  If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph eight (8) herein, the breaching party shall have ten (10) business days after notice of such failure to cure the breach.  If the breaching party fails to cure within ten (10) business days,  then the non-breaching party may immediately terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party.  With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (a) cure the material failure or (b) if the breach is not one that can reasonably be cured within

thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party. In the event that a SOW provides for a different termination, the SOW termination will control for that specific SOW only

(b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event that (i) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

(c) Payments Due: The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.

(d) Permitted Delays: Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Company's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event: (i) that Customer fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; (ii) of a special request by Customer or any governmental agency authorized to regulate, supervise, or impact Company's normal processing schedule; (iii) that Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Company's performance hereunder. Company will notify Customer of the estimated impact on its processing schedule, if any.

(e) Continuation of Services: Company will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. In the event that Customer provides the notice of termination and directs Company not to perform the services through the notice period, Customer agrees to pay Company an amount equal to the amount normally due to Company for the notice period. Upon termination by either party, Customer will pay Company for all services performed and charges and expenses reasonably incurred by Company in connection with the services provided under this Agreement through the date of termination.

16. **Miscellaneous Clauses:**

(a) Non-Restrictive Relationship. Company may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with CBIT.

(b) Publicity. Customer agrees that CBIT may publicly disclose that CBIT is providing services to Customer and may include Customer's name on its website. Neither party may publicly use the other party's logo or other trade or service mark without written permission.

(c) Conformance with Applicable Law; Export Matters. Customer agrees to perform in accordance with all applicable laws and regulations, and that it will conform to all United States Export Administration Regulations in force during this Agreement. Customer understands that these regulations may prohibit the export or re-export of documentation, and any information or technical data related to the Services.

(d) Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

(e)    <u>Force Majeure.</u>  Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

(f)    <u>Notices.</u>  All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by electronic mail (confirmed by return email), or sent by courier (confirmed by receipt) addressed to the following designated parties:

| If to CBIT: | If to Customer: |
|---|---|
| Sycure Corp., d/b/a CBIT | _____ |
| Attention:  CEO | Attention: _____ |
| PO Box 5570 | _____ |
| West Richland, WA 99353 | _____ |
| Email:  info@cbasinit.com | _____ |
| | Email:  _____ |

(g)    <u>Severability.</u>  If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

(h)    <u>Captions.</u>  The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

(i)    <u>Entire Agreement.</u>  This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.

(j)    <u>Amendments.</u> This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto.  Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out of scope work or services stated on the work order.

(k)    <u>Governing Law, Jurisdiction and Venue.</u>  This Agreement is made under and will be construed in accordance with the laws of the state of Washington without giving effect to that state's choice of law rules.  Customer agrees that it will only bring suit in the federal and state courts located in the state of Washington. Each party hereby consents to the personal jurisdiction and venue of these courts, provided, however, that the parties agree that CBIT may seek or enforce injunctive or equitable relief in any court. The parties agree the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. The parties agree not to bring any claim more than 1 year after the date it first accrued.

(l)    <u>Successors and Third Party Beneficiaries.</u>  This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer.  No third party shall have any rights hereunder.

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


**Sycure Corp.**
**d/b/a Columbia Basin Information Technology**


**By:** _____

**Name:  Justin Benoit**

**Title: Chief Executive Officer**

**Date:** _____

**Customer Name**

_____

**By:** _____

**Name:** _____

**Title:** _____

**Date:** _____