

MASTER GOODS, SERVICES & LICENSES AGREEMENT

This Master Goods, Services & Licenses Agreement (“**Agreement**”) is made as of _____, (“**Effective Date**”) by and between Abraham Technical Services, Inc., d/b/a AbeTech (“**AbeTech**”), a Minnesota corporation having a principal place of business at 12560 Fletcher Lane, Suite 100, Rogers, MN 55374, and _____ (“**Client**”), a _____ [state and type of entity] having a principal place of business at _____ [full mailing address]. AbeTech and Client shall individually be referred to as a “**Party**” and jointly referred to hereinafter as “**the Parties**.”

The Parties agree as follows:

1. Goods, Services, and Licenses

A. Goods. AbeTech shall provide Client with certain products, certain equipment, and/or certain goods as listed in the attached **Exhibit A** (hereafter collectively referred to as “**Goods**”) or any applicable purchase order (“**Order**”) if permitted pursuant to Exhibit A. This Agreement shall govern all Goods provided by AbeTech to Client during the Term set forth in Section 2 below.

B. Services. AbeTech shall provide Client with certain services and/or certain deliverables as listed in the attached **Exhibit A** (hereafter collectively referred to as “**Services**”) or any applicable statement of work (“**SOW**”) if permitted pursuant to Exhibit A. This Agreement shall govern all Services provided by AbeTech to Client during the Term set forth in Section 2 below.

C. Licenses. AbeTech shall provide Client with certain software licenses as listed in the attached **Exhibit A** (hereafter collectively referred to as “**Licenses**”) or any applicable Order or SOW if permitted pursuant to Exhibit A. This Agreement shall govern all Licenses provided by AbeTech to Client during the Term set forth in Section 2 below.

2. Term

This Agreement shall become effective on the Effective Date and shall continue in effect for one year [change to appropriate time period, or if indefinite change “for one year” to “until terminated by either Party upon thirty (30) days’ notice to the other Party”].

3. Payment Terms and Expenses

A. Payment Terms. Client agrees:

- (i) to pay AbeTech all fees and reimbursable expenses not later than thirty (30) days after AbeTech submits its invoice (which, in the case of reimbursable expenses, shall be accompanied by reasonable and appropriate expense documentation), or such other schedule as may be set forth in Exhibit A or any applicable SOW or Order, or both (collectively, “**Payments**”);

- (ii) all Payments made by Client are non-refundable, except as otherwise set forth herein, and shall be made without set-off;
- (iii) fees listed in Exhibit A or any SOW or Order do not include value-added taxes (VAT), sales taxes, or any other taxes or duties;
- (iv) all past due amounts will bear interest at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowable under applicable law; and
- (v) if any invoiced Payments, taxes or duties, related to this Agreement are more than fifteen (15) days past due for payment, AbeTech, at its sole discretion and not in lieu of any other remedy, may cease providing Goods, Services, and Licenses until such time as Client is once again current in its invoiced Payments, taxes and duties to AbeTech (as reasonably determined by AbeTech).

Further, Client agrees it is responsible for paying all sales, use, VAT, and any other applicable taxes however designated, other than those based on AbeTech's net income, for the Goods, Services, and Licenses provided under this Agreement, as applicable. If Client requests that any such taxes not be included in the invoice, Client agrees to (i) provide a sales tax exemption letter or its functional equivalent in a form reasonably acceptable to AbeTech ("**Tax Exemption Letter**") for the audit files of AbeTech prior to invoicing; or (ii) if such Tax Exemption Letter is not provided prior to invoicing, pay such taxes and file a refund on its own behalf at a later date. Notwithstanding anything herein to the contrary, Client shall indemnify, defend and hold AbeTech harmless from and against all claims and liability arising from Client's delay or failure, for any reason, to pay any tax or file any return or information required by law, by rule or regulation, or by this Agreement to be paid or filed by Client.

B. Travel and Living Expenses. If situations arise that cause AbeTech and/or Client representatives to agree that travel is appropriate for AbeTech representatives in connection with the provision of any Goods, Services, or Licenses under Exhibit A or any SOW or Order, or both, AbeTech will seek pre-approval from Client before incurring any such travel and living expenses. Client shall have no obligation to reimburse AbeTech for any travel or living expenses incurred without Client's prior, written approval.

C. Milestone Payment Schedules. A Payment Schedule set forth in Exhibit A or a SOW or Order may provide for Payments to become due and payable based upon the achievement of milestones set forth in the Payment Schedule. AbeTech and Client agree that the milestones and corresponding Payment amounts represent the Parties' good-faith estimate of the progress of AbeTech's costs with respect to performing the Services or supplying the Goods or Licenses, plus a corresponding portion of AbeTech's overhead, profit, and other markup, and do not necessarily represent the overall progress of the Services themselves.

4. Client Obligations

Client shall perform the following obligations (collectively referred to as "**Client Obligations**"):

A. Primary Contact. Client will designate and provide one (1) Client primary point of contact for each SOW or Order, and this individual shall be Client's authorized representative working with AbeTech while any Goods, Services, or Licenses are being provided under that SOW or Order. If there is no applicable SOW or Order, Client shall, upon AbeTech's request, designate a Client primary point of contact for this Agreement.

B. Personnel. Client will provide sufficient, qualified, and knowledgeable personnel capable of: (i) performing Client Obligations set forth in this Agreement and in each SOW or Order; (ii) making necessary and timely decisions on behalf of Client; (iii) facilitating the testing of any deliverables provided by AbeTech and/or Client's licensor; and (iv) customizing, installing, and configuring deliverables provided by AbeTech and/or Client's licensor as needed for use with Client's system.

C. Facility Access and Work Space. Should AbeTech need to travel to Client's facility in order to provide Goods, Services, or Licenses pursuant to Exhibit A or any SOW or Order, or both, Client agrees to provide access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by AbeTech to enable AbeTech to provide the Goods, Services, or Licenses. Client also agrees to provide AbeTech with equipment and office support (including, but not limited to broadband or digital phone lines for Internet access, phone lines for long distance and local calls related to the provision of Goods, Services, and Licenses, and photocopying equipment), and an adequate environment where AbeTech representatives can conduct work and meet with Client personnel and/or other AbeTech representatives as necessary.

D. Provision of Information. Client will provide all information (including Confidential Information as defined in Section 16) required for AbeTech to successfully provide the Goods, Services, and Licenses pursuant to this Agreement and shall ensure that such information is accurate in all material respects.

E. Hardware Installation. Client acknowledges and agrees that installation of any hardware, equipment, or materials necessary for AbeTech to provide the Goods, Services, or Licenses is Client's responsibility. However, Client may request that AbeTech install any hardware, equipment, or materials necessary for AbeTech to provide the Goods, Services, or Licenses. AbeTech's agreement (if any) to install such hardware, equipment, or materials is expressly conditioned upon: (i) Client's execution of the Request Form attached hereto as Exhibit B; and (ii) Client's agreement to indemnify and hold AbeTech harmless against any claim, including costs and reasonable attorney's fees, for or relating in any way to death, personal injury, or damage to property and in which AbeTech is named as a result of the location and method of installation of such hardware, equipment, or materials.

F. Lawful Use. Client agrees to use the Goods, Services, and Licenses in a lawful manner.

G. Timely Performance of Client Obligations. Client acknowledges and agrees that AbeTech's ability to provide the Goods, Services, and Licenses is conditioned upon Client's timely performance of Client Obligations described herein, and the performance of such Client

Obligations is material to AbeTech's ability to commence, proceed with, and successfully provide the Goods, Services, and Licenses.

5. AbeTech Obligations

Subject to Client performing the Client Obligations, AbeTech shall perform or cause to be performed the following obligations (collectively referred to as "**AbeTech Obligations**"):

A. Goods, Services, and Licenses. AbeTech will provide the Goods, Services, and Licenses to Client as described in Exhibit A or any SOW or Order referencing this Agreement in consideration of the applicable fees which shall be paid in accordance with the Payment Schedule described in Exhibit A or the SOW or Order and in accordance with the additional payment terms in Section 3.A above. Unless otherwise specified in any SOW or an amendment attached hereto, the Parties understand and agree that all Services described in any SOW will only be rendered by AbeTech in the English language.

B. Third-Party Services. If the Goods, Services, or Licenses expressly include the procurement of any services, whether for maintenance or otherwise, from a third party (the "**Contractor**"), AbeTech's sole obligation shall be to procure a service agreement from such third party for the benefit of Client (the "**Third-Party Agreement**"). Client understands and agrees that the Third-Party Agreement may be a form agreement drafted by the Contractor, and Client further understands and agrees that AbeTech shall have no obligation to negotiate alternative or additional terms and conditions for or on behalf of Client. Client understands and agrees that the Third-Party Agreement may incorporate by reference or attachment other documents drafted by the Contractor (the "**Third-Party Documents**"). AbeTech shall make the Third-Party Documents available to Client by posting the Third-Party Documents on AbeTech's website; if AbeTech is unable to post the Third-Party Documents on AbeTech's website, AbeTech shall provide one (1) copy of each Third-Party Document to Client via email upon request. Client understands and agrees that AbeTech is not a guarantor of the performance of Contractor. Client understands and agrees that AbeTech is not liable for any non-performance, deficient performance, defective performance, negligent performance, or mis-performance of Contractor. Client understands and agrees that AbeTech is not liable for any act or omission of Contractor.

C. Communications. Prior to the effective date of any SOW or Order, AbeTech will provide Client with detailed instructions about how to work with AbeTech representatives to obtain the Goods, Services, or Licenses.

D. Timely Performance of AbeTech Obligations. AbeTech acknowledges and agrees that Client relies on AbeTech for the timely performance of AbeTech Obligations described herein.

6. Financing and Security Interests

If necessary, AbeTech agrees to extend credit to Client, or to otherwise arrange for the extension of credit to Client, for the purchase of the Goods. If AbeTech extends credit to Client or arranges for the extension of credit to Client for the purchase of the Goods, then:

A. Client will at any time or times hereafter execute such financing statements or other instruments and perform such acts as AbeTech may request to establish and maintain a valid security interest in the Goods.

B. Client shall not sell, lease, mortgage, conceal or otherwise transfer the Goods without the written consent of AbeTech at any time during which any part of the purchase price of the Goods remains due and owing to AbeTech and shall: (a) disclose to AbeTech at its request the location of the Goods and permit AbeTech inspect the Goods at all reasonable times; (b) keep the Goods in good repair; (c) keep the Goods insured for its full value against loss by fire or other hazard; (d) permit all payments of loss under such insurance on the Goods to be applied upon any indebtedness of Client to AbeTech; and for such purpose Client does hereby assign all such payments to AbeTech; (e) pay promptly when due all taxes on, and all bills for repairing, servicing, improving, insuring or storing the Goods; (f) prevent and avoid any attachment, garnishment of or seizure of the Goods by others and any adjudication/bankruptcy or appointment of a receiver or other liquidator of Client.

C. Legal title to the Goods shall remain in AbeTech until all sums payable under the applicable Order has been fully paid in cash, whereupon said legal title shall pass to Client. No obligation of Client or any co-signer or guarantor shall be released by any transfer or extension of the time of payment of this contract or by any transfer, loss of or damage to the Goods.

7. Shipping and Risk of Loss

Shipments of Goods from AbeTech to Client shall be FOB Origin/shipping point. All claims for mis-shipments must be made within five (5) days of Client's receipt of the shipped items.

8. Custom Goods

For purposes of this Section 8, "Custom Goods" means Goods identified in the applicable Order as being custom Goods.

A. Returns. All sales of Custom Goods are final. Custom Goods may not be returned to AbeTech.

B. Exact Shipment and Over/Under Runs. Custom Goods are subject to a 10% over or under run in full length rolls, and Client will be invoiced for the actual quantity shipped. Exact-quantity shipment is available upon request. Requests for exact-quantity shipments for quantities over 12 that are less than or equal to \$10,000 are subject to a 5% or \$50 surcharge, whichever is greater. Requests for exact-quantity shipments for quantities over 12 that are greater than \$10,000 are subject to a 3% surcharge. Surcharges for exact-quantity shipments are only applied to Custom Product fees; charges for dies, plates, changeovers, and expediting are not included in calculating the amount of the surcharge.

C. Artwork and PMS Numbers. Complete computer ready artwork showing the design/layout including PMS numbers must be provided with or prior to submission of the Order.

Artwork must be submitted as a Vector file (accepted file types are .pdf, .ai, .eps, .wpg, .wmf, .dxf, .dwg and .cdr). Non-Vector files that are provided are subject to a minimum \$50 an hour artwork charge; average 3 hours. AbeTech reserves the right to modify any quotation upon receipt of artwork. AbeTech will create a drawing of Client's custom label/tag that will be faxed or emailed to Client within three days after the receipt of the Order and all necessary artwork, dimensions, and PMS color information. The three days identified in the preceding sentence are not included in the quoted lead time. The drawing must be signed and returned to Client's Client Care Specialist before the Order will be processed.

D. Lead Time. Lead time begins at the start of the first business day after AbeTech receives Client's signed drawing.

9. Blanket Orders

Blanket orders will be accepted and priced for shipment no later than twelve (12) months after the date of the Order. The maximum number of releases for a blanket order is twelve (12). Blanket Type must be provided when order is placed: Blanket Call for Release or Scheduled with release dates. The quantity ordered by Client represents a firm commitment by Client to purchase the total quantity. If an order is cancelled or the quantity is reduced, Client is responsible for stock AbeTech has at the time and is subject to any applicable change order requirements and cancellation charges. In addition, pricing will be re-quoted based on actual volume and re-billed at the new price from the beginning of the blanket forward. Blanket order inventory is subject to a 5% monthly facilitation fee of remaining product after contract expiration. AbeTech has quoted pricing based on the number of releases specified in Client's quotation request. Pricing is only valid for the number of releases specified in Client's quotation request. If Client requests a different number of releases than originally specified in Client's quotation request, pricing will be re-quoted. Prices may be adjusted at AbeTech's option to reflect changes in base material costs or as market conditions dictate. Client will be notified at least thirty (30) days before a price increase will take effect.

10. Licenses

Subject to the provisions of this Agreement as well as the payment of all applicable license fees for the term of each such license, AbeTech grants Client and Client accepts a limited, personal, nonexclusive, nontransferable, non-assignable object code license to use the software identified in Exhibit A or any applicable SOW or Order ("**Software**") for Client's internal use only in the United States. Client may copy the Software only in so far as strictly necessary for the intended use of the Software. Client explicitly agrees that in the foreseeable future the intended use of the Software does not require copies of the Software other than for archival and/or backup purposes. Client further agrees that if at any time Client believes that the intended use of the Software suggests the necessity of copies for other purposes than archival and/or backup purposes, Client will immediately notify AbeTech in writing and provide AbeTech with all information necessary in order to enable AbeTech to evaluate the actual necessity of such copies. Client shall not and shall not permit its affiliates or any third party to translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software. All patents, copyrights, trade secrets, and other proprietary rights in or related to the Software are

and will remain the exclusive property of AbeTech, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Software is used or licensed. Client will not take any action that jeopardizes AbeTech's proprietary rights or acquire any right in the Software. Subject to the limitations contained in this Agreement, the term of each individual License granted under this Agreement begins on the date of delivery of the Software, and shall terminate on the date set forth in Exhibit A or the applicable SOW or Order, unless earlier terminated as provided in this Agreement or in Exhibit A or the applicable SOW or Order.

11. Default

Client shall be in default under this Agreement upon the happening of any of the following events: (a) nonpayment, when due, of any amount payable on any of Client's payment obligations, or failure to observe or perform any term hereof; (b) if any covenant, warranty or representation herein shall prove to be untrue in any material respect; (c) Client becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against Client alleging that such Client is insolvent or unable to pay debts as they mature; (d) entry of any judgment against Client; (e) dissolution, merger or consolidation, or transfer of a substantial part of the capital stock or property of a Client which is a corporation or a partnership; or (f) if AbeTech deems itself insecure for any reason with respect to its ability to collect from Client any indebtedness, or to protect the Goods at any time during which Client is indebted to AbeTech with respect to said Goods.

In any instance where AbeTech and Client have entered into more than one SOW or Order, Client's default under any one such SOW or Order shall constitute a default under all such SOWs and Orders and AbeTech shall be entitled to enforce appropriate remedies for Client's default under each such SOW or Order.

12. AbeTech's Rights upon Default

In the event of a default by Client, AbeTech shall have the right, at its option and without demand or notice, to declare all or any part of the Client's payment obligations immediately due and payable. In addition to the rights and remedies granted hereby, AbeTech may also: (a) exercise all of the rights and the remedies of a secured party under the Uniform Commercial Code or any other applicable law; (b) take possession of the Goods and for that purpose enter the premises where the Goods may be, thereby terminating all of Client's rights in the Goods; and (c) effect all necessary insurance, pay the premiums thereon, and pay any taxes, liens and encumbrances on the Goods, and any such payments made by AbeTech with interest thereon at the highest legal rate allowed by law shall be repaid to AbeTech by the Client. In the event of the Client's default, Client agrees to deliver and make the Goods available to AbeTech at a place or places acceptable to AbeTech. Client further agrees to pay all costs and expenses of AbeTech, including attorney's fees, incurred in the collection of any indebtedness of Client with respect in the Goods; or incurred in the repossession, transport, storage or repair to the Goods; or incurred in the enforcement of any of AbeTech's rights hereunder. AbeTech shall not be liable to Client for any damages or losses sustained by Client as a result of the enforcement by AbeTech of any of its rights or remedies hereunder, and Client hereby waives all defenses to AbeTech, enforcement of its rights hereunder.

13. Notice of Intended Disposition

If any notification of intended disposition of any of the Goods is required by law, such notification shall be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage, prepaid, addressed to Client at its last known address.

14. Termination

A. For Cause. A Party may terminate any SOW or Order issued pursuant to this Agreement if (a) the other Party is in default of any material term, condition or warranty of that SOW or Order and (b) such default is not cured within thirty (30) days after written notice of default is provided to the defaulting Party at the applicable address listed in Section 21. A Party may terminate this Agreement if (a) the other Party is in default of any material term, condition or warranty of this Agreement and (b) such default is not cured within thirty (30) days after written notice of default is provided to the defaulting Party at the applicable address listed in Section 21.

B. Effect of Termination. Upon the effective date of a termination of this Agreement or any SOW or Order: (i) AbeTech will submit to Client an itemized final invoice for any Payments (including fees, expenses, and taxes) that were not previously invoiced; (ii) Client will pay the final invoice and all prior invoices in accordance with the applicable Payment Schedule(s) set forth in Exhibit A or the applicable SOW(s) or Order(s); (iii) AbeTech will deliver any incomplete or in-process deliverables relating to the Services, if and to the extent required by Exhibit A or the applicable SOW(s); and (iv) AbeTech will have no further responsibility for any incomplete or in-process Services (including services, work product, and deliverables) as of the effective date of termination.

15. Work Product

Any expression of AbeTech's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, and other technical information, together with any programs, enhancements, source and object code that are not derivative works of Client's licensor(s), shall be deemed AbeTech work product ("**AbeTech Work Product**"). AbeTech Work Product shall not include any intellectual property owned by Client or a third party, unless AbeTech or Client has procured proper permission for the inclusion of such third-party intellectual property in the AbeTech Work Product. As between AbeTech and the Client, all intellectual property rights (however designated) pertaining to AbeTech, all AbeTech Work Product, the Services, the Licenses, and the Goods, in whole or in part, are and will remain the exclusive property of AbeTech and its third-party licensors.

AbeTech hereby grants to Client a perpetual, royalty-free, and nonexclusive license to use the AbeTech Work Product that is incorporated into the Goods or Services (but not the Software) for Client's sole internal business purposes. The aforementioned AbeTech Work Product license does not include a license for Client to sell, sublicense, distribute, rent, lease, transfer, share, or assign the AbeTech Work Product to any other person, entity, affiliate, beneficiary, or contractor, regardless of their relationship to Client. The aforementioned AbeTech Work Product license

does not include any license to any AbeTech Work Product incorporated into the Software, all of which is licensed solely (if at all) to the extent set forth in Section 10.

To the extent Client acquires any rights in the AbeTech Work Product, Client hereby assigns those rights to AbeTech. In furtherance of the aforementioned assignment, Client agrees to take such further actions and execute and deliver such further agreements and other instruments as AbeTech may reasonably request to give effect to this Section 15.

16. Confidentiality, Publicity and Non-Solicitation

A. Confidential Information. During the course of the Parties' relationship, a party may have access to the other party's Confidential Information. The Parties agree that the term "**Confidential Information**" shall mean any information, technical data, or know-how, including, without limitation, that which relates to research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, finances, and other nonpublic information of the disclosing Party, including the details of this Agreement. Subject to the Client Obligations in Section 4.D, the amount and type of Confidential Information to be disclosed is completely within the sole discretion of each Party.

B. Non-Confidential Information. The Parties agree that Confidential Information does not include a Party's information which the other Party can establish by legally sufficient evidence: (i) was in the possession of, or was rightfully known by a Party without an obligation to maintain its confidentiality prior to its receipt from the other Party; (ii) is or becomes generally known to the public without violation of this Agreement; (iii) is obtained by a Party in good faith from a third party having the right to disclose it without an obligation of confidentiality; (iv) is independently developed by a Party without use, directly or indirectly, of Confidential Information received from the other Party; or (v) is authorized in writing by a Party to be released from the confidentiality obligations herein.

C. Non-Disclosure. Each Party agrees that it shall not use or permit the use of any Confidential Information of the other Party except for purposes of this Agreement, nor disclose or permit to be disclosed the Confidential Information of the other Party to any person or entity (other than its own employees, agents, representatives, or affiliated entities having a reasonable need for such information in order to provide the Goods, Services, or Licenses), nor duplicate any Confidential Information of the other Party which consists of computer software or documentation or other materials expressly restricted against copying or which carry the notation "Confidential," "Company Confidential," and/or "Proprietary", unless such duplication, use or disclosure is specifically authorized in writing by the other Party. Within thirty (30) days of the termination or expiration of this Agreement, each Party shall return or destroy all Confidential Information of the other Party, including all copies of Confidential Information and all documents or other materials in which Confidential Information has been included or incorporated; provided however, that to the extent either Party is required by law to maintain copies of any such Confidential Information, documents or other materials, such Party shall have the right to do so pursuant to the relevant legal requirements and shall not be required to destroy them until the legal requirements no longer prohibit disposal or destruction.

D. Legal Disclosure. If it is reasonably necessary for the receiving Party to disclose any Confidential Information to (i) enforce this Agreement, (ii) comply with a judicial or administrative proceeding or similar process, or (iii) comply with a stock exchange rule, or rule of any other regulatory authority which has jurisdiction over receiving Party, the receiving Party will, if permitted, provide the disclosing Party with prompt written notice so the disclosing Party may, at the disclosing Party's sole expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, the receiving Party will not be in breach of Section 16.C by furnishing such Confidential Information as legally required and will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information so disclosed, at the disclosing Party's expense.

E. Publicity. Upon execution of this Agreement, AbeTech may use Client's name and logo in its client lists, provided that AbeTech includes such protective legends and/or nomenclature as may be necessary to protect Client's rights in and to its names and any trade and service marks or copyrighted materials. Other than as noted herein, neither Party may issue a press release regarding the existence or terms of this Agreement, or any services or subsequent work performed hereunder, without first obtaining written approval of the other Party (which approval shall not be unreasonably withheld).

F. Non-Solicitation. Client agrees that, during the term of this Agreement and for two (2) years thereafter, Client shall not, directly or indirectly, whether as an agent, investor, shareholder, employer, employee, consultant, representative, trustee, partner, proprietor or in any other capacity, solicit for employment or hire any employee of AbeTech or induce or attempt to induce any sales representative, consultant, employee or agent of AbeTech to terminate his/her employment relationship or other contractual relationship, whether oral or written, with AbeTech.

G. Remedies and Survival. Each Party agrees that damages may not be adequate to protect the other Party in the event of a threatened breach of this Section 16, and that either Party may take equitable action, including seeking injunctive relief, to enforce this Section 16. The provisions of this Section 16 shall survive the termination or expiration of this Agreement.

17. Indemnity

A. AbeTech Indemnity. Provided that AbeTech is given prompt written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, AbeTech shall indemnify, defend or, at its sole option, settle, and hold Client harmless against any third party claims that the Software licensed to Client or the AbeTech Work Product delivered to Client pursuant to this Agreement infringes any third party intellectual property rights; provided, however, that AbeTech shall have no such indemnification obligation to Client to the extent: (i) the alleged infringement is based on information, software code or other material not furnished by AbeTech, its agents, representatives, and suppliers; (ii) the alleged infringement is the result of a modification made by anyone other than AbeTech directly or through a subcontractor or is the result of software provided to AbeTech by Client, its agents, representatives, and/or suppliers; (iii) such claim would have been avoided but for the combination or use of the AbeTech Work Product, the Goods, the Services, the Licenses, or portions thereof,

with other products, processes or materials where the alleged infringement relates to such combination; (iv) Client uses the AbeTech Work Product, the Goods, the Services, or the Licenses other than in accordance with this Agreement or other than in accordance with a license agreement between Client and one or more third parties; (v) other than upon AbeTech's advice or direction, Client continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (vi) such claim is based on any portion of AbeTech Work Product, Goods, Services, or Licenses that, in whole or part, embodies Client's Confidential Information, software code, or ideas or other Client material including, without limitation, any portion of AbeTech Work Product or the Goods, Services, or Licenses that is developed pursuant to Client's specifications [(i) through (vi) collectively referred to as the "**Client Indemnifiable Claims**"]; or (vii) Client is in default of its obligations under Section 3.A.

In the event of a threatened or actual claim, and in addition to providing any indemnification owed to Client by this Section 17.A, AbeTech may, in its reasonable judgment, and at its option and expense: (i) obtain for Client the right to continue using the Software or AbeTech Work Product; (ii) replace or modify the Software or AbeTech Work Product so that it becomes noninfringing; or (iii) terminate the right to use the Software or AbeTech Work Product and return only the fees paid by Client for such portion of the Software or AbeTech Work Product which is allegedly infringing, prorated over a one (1) year term from the date of delivery of such portion of the Software or AbeTech Work Product. AbeTech will not enter into any settlement that imposes any legal liability or financial obligation on the Client without the Client's prior written consent. Client will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but AbeTech will have the right to sole control of the settlement or defense.

B. Client Indemnity. Provided that Client is given prompt written notice of an alleged infringement claim and is given information, reasonable assistance, and the sole authority to defend or settle such claim, Client shall indemnify, defend or, at its sole option, settle, and hold AbeTech harmless against any claims that the Software or AbeTech Work Product or the Goods, Services, or Licenses infringes any third party intellectual property rights to the extent of one or more Client Indemnifiable Claims. Client will not enter into any settlement that imposes any legal liability or financial obligation on AbeTech without AbeTech's prior written consent. AbeTech will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Client will have the right to sole control of the settlement or defense.

C. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION 17 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ABETECH, AND THE EXCLUSIVE REMEDY OF CLIENT, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THE PROVISION OF THE GOODS, SERVICES, OR LICENSES AND THE DEVELOPMENT AND/OR USE OF THE ABETECH WORK PRODUCT, OR ANY PART THEREOF.

D. Personal Injury Indemnity. Each Party ("**Indemnifying Party**") shall indemnify and hold the other Party ("**Indemnified Party**") harmless against any claim, including costs and

reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party or its employees or agents while performing its obligations pursuant to this Agreement that result in death, personal injury, or damage to property. Without limiting the foregoing, Client shall indemnify and hold AbeTech harmless against any claim, including costs and reasonable attorney's fees, for or relating in any way to death, personal injury, or damage to property and in which AbeTech is named as a result of the location and method of installation of any hardware, equipment, or materials hardware, equipment, or materials necessary for AbeTech to provide the Goods, Services, or Licenses. The indemnification obligations set forth in this Section 17.D are contingent upon the Indemnified Party's providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and the sole authority to defend or settle such claim.

18. Limited Warranty

A. Goods Warranty. Except as expressly stated otherwise in Exhibit A or the applicable Order, the Goods are not manufactured by AbeTech. With respect to Goods manufactured by any person or entity other than AbeTech ("**Third-Party Goods**"), any warranties made by the manufacturer of such Third-Party Goods that AbeTech is permitted to convey to Client shall be enforceable against the manufacturer only. ABETECH MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ANY OF THE THIRD-PARTY GOODS. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT'S USE OF ANY THIRD-PARTY GOODS IS AT CLIENT'S SOLE RISK AND THAT THIRD-PARTY GOODS ARE SUPPLIED BY ABETECH "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND FROM ABETECH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. With respect to Goods expressly identified in Exhibit A or the applicable Order as manufactured by AbeTech, AbeTech represents and warrants to Client that such Goods will be free from material defects in workmanship and materials. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, ABETECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE.

B. Goods Warranty Remedies. Client's sole remedy and AbeTech's sole obligation in the event of a breach of the warranty contained in Section 18.A is, at AbeTech's sole option: (i) to provide replacement Goods; or (ii) to refund the amounts paid by Client for the Goods which were not as warranted. This remedy is contingent upon AbeTech receiving written notice from Client within thirty (30) days of the delivery of the Goods that Client alleges do not conform to the warranty in Section 18.A.

C. Services Warranty. AbeTech warrants that the Services will be performed consistent with generally accepted industry standards. No specific result from provision of the Services is assured or guaranteed. AbeTech warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder. Client warrants that it has full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third party rights or permissions are required in order for it to do so. OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS SECTION 18.C, THE PARTIES DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

D. Services Warranty Remedies. Client's sole remedy and AbeTech's sole obligation in the event of a breach of the warranty contained in Section 18.C is, at AbeTech's sole option: (i) to re-perform the Services; or (ii) to refund the amounts paid by Client for the Services which were not as warranted. This remedy is contingent upon AbeTech receiving written notice from Client within thirty (30) days of the completion of the Services that Client alleges were not performed consistent with the warranty in Section 18.C.

E. Software Warranty. AbeTech warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third-party software that it has the right to grant a sublicense to use such third-party software. Such warranty shall extend for thirty (30) days from delivery of the Software. AbeTech does not warrant that the operation of the Software will be uninterrupted or error free. EXCEPT AS SET FORTH IN THIS SECTION 18.E, ABETECH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE.

F. Software Warranty Remedies. Client's sole remedy and AbeTech's sole obligation in the event of a breach of the warranty contained in Section 18.E is, at AbeTech's sole option: (i) to correct or replace any portion of the Software found to be nonconforming; or (ii) to refund the amounts paid by Client for the Services which were not as warranted. This remedy is contingent upon AbeTech receiving written notice from Client within thirty (30) days of the delivery of the Software that Client alleges does not conform to the warranty in Section 18.E.

19. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF DATA OR USE, LOST PROFITS AND CLAIMS, ACTIONS OR DEMANDS AGAINST CLIENT BY ANY THIRD PARTY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABETECH DOES NOT WARRANT OR REPRESENT THAT ANY GOODS, SERVICES, OR LICENSES PROVIDED PURSUANT TO THIS AGREEMENT ARE ERROR-FREE. ABETECH'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT

OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, OR THE PROVISION OR NONPROVISION OF GOODS, SERVICES, LICENSES, OR SOFTWARE PURSUANT TO EXHIBIT A OR ANY SOW OR ORDER (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEES RECEIVED BY ABETECH FROM CLIENT PURSUANT TO EXHIBIT A OR THE APPLICABLE SOW OR ORDER FOR THE PRECEDING TWELVE (12) MONTHS IN WHICH THE ALLEGED LIABILITY AROSE, AND IF SUCH DAMAGES RESULT FROM SPECIFIC GOODS, SERVICES, OR LICENSES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RECEIVED BY ABETECH FROM CLIENT FOR THE SPECIFIC GOODS, SERVICES, OR LICENSES GIVING RISE TO THE LIABILITY IN RESPECT OF WHICH THE CLAIM AROSE IN THE PRECEDING TWELVE (12) MONTHS IN WHICH THE ALLEGED LIABILITY AROSE. THE PARTIES ACKNOWLEDGE AND AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION 19. CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, ABETECH HAS COMMUNICATED TO CLIENT THAT THE FEES CHARGED FOR THE GOODS, SERVICES, AND LICENSES WOULD BE HIGHER.

20. Independent Contractor Status

AbeTech performs its obligations pursuant to this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to create or be construed as the existence of a partnership, joint venture, or general agency relationship between the Parties.

21. Notice

All notices shall be in writing and sent by United States mail with return receipt, registered mail, overnight mail, or well-known courier service, delivered to the addresses indicated below, or such other address as either party may provide to the other party at least ten (10) business days prior to the date of any notice provided hereunder, unless otherwise provided in this Agreement. Notices shall be deemed to have been provided as required by this Section on the date of delivery as shown on the receipt evidencing delivery of the notice.

For AbeTech: AbeTech
Attn: Andy Schumacher, CFO
12560 Fletcher Lane, Suite 100
Rogers, MN 55374

With copy to: Gregerson, Rosow, Johnson & Nilan, Ltd.
Attn: Joseph A. Nilan / Joshua A. Dorothy
100 South Washington Avenue, Suite 1550
Minneapolis, MN 55401

For Client: **Name**
 Attn: Name
 Address 1
 Address 2
 City, ST ZIP

22. Separate Agreements

Client acknowledges that it may enter into multiple SOWs or Orders with AbeTech under this Agreement. Client agrees that each SOW or Order is a separate and independent contractual obligation from any other SOW or Order. Client shall not withhold payments that are due and payable under any SOW or Order because of the status of any other SOW or Order under this Agreement.

23. Section Headings

The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

24. Survival

The terms of Sections 3, 6, 10, 11, 12, 15, 16, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28, 29, and 30 shall survive the termination of this Agreement.

25. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, its invalidity shall not affect the remainder of this Agreement, and to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability.

26. Legal Construction

No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult with legal counsel and to fully consider and negotiate the provisions of this Agreement.

27. Waiver

Any Party’s waiver of any default by the other Party shall not constitute a waiver of any other default or of a same default on a later occasion. No delay or failure by a Party to exercise any right or remedy shall be a waiver of such right or remedy in the future, and no single or partial exercise by a Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy at any other time.

28. Amendments

All amendments to the Agreement or any SOW or Order must be in writing and executed by authorized representatives of each Party. In the event of a conflict in terms between this Agreement, any SOW or Order, and one or more properly executed amendments to the Agreement or any SOW or Order, the order of precedence shall be from the most recently properly executed amendment backwards to the original contract document. No document that is not executed by both parties and that purports to modify or supplement the printed text of this Agreement (including but not limited to pre-printed terms and conditions, websites, and emails and other communications) shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by AbeTech or Client) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

29. Force Majeure

Except for Client's obligation to pay AbeTech for Goods, Services, and Licenses already provided, to reimburse expenses already incurred on behalf of Client, and to pay taxes, duties, and customs fees owed in relation to the Goods, Services, and Licenses, each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have avoided. Such conditions may include, but are not limited to, natural disaster, pandemic, epidemic, fire, accidents, actions or decrees of governmental authorities, Internet or other communication line failure not the fault of the affected party, general strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractors, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of *force majeure* exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement.

30. General

A. Governing Law, Venue, and Jurisdiction. This Agreement shall be deemed to have been executed in the State of Minnesota and shall be governed by and construed according to the laws of the State of Minnesota, without reference to the choice of law doctrine of any state. All claims arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Minnesota, without reference to the choice of law doctrine of any state. For the purposes of any litigation arising out of, relating to, or pursuant to this Agreement or the relationship between the Parties, the Parties agree that: (1) the same shall be venued in Hennepin County, Minnesota; (2) that Hennepin County, Minnesota shall be the exclusive venue for any such arbitration or litigation, whether or not such venue is or subsequently becomes inconvenient; and (3) that the Court in Hennepin County, Minnesota shall have subject matter jurisdiction over all matters arising from or relating to this Agreement. Client agrees to submit to personal jurisdiction of the Court in Hennepin County, Minnesota.

B. Entire Agreement. This Agreement, including all SOWs and Orders executed pursuant hereto, constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties relating to the subject matter hereof.

C. No Intended Third-Party Beneficiaries. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

D. Remedies. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

E. Assignment Prohibited. Neither Party may assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of the other Party, which consent shall not be unreasonably withheld. The Parties agree that assignment by operation of law in the context of the sale of all or substantially all of a party's stock or assets shall not constitute an "assignment" for purposes of this prohibition.

F. Signatures, Counterparts, Copies. The undersigned individuals represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Agreement and to bind their respective Party thereto. This Agreement and any SOW or Order hereunder may be signed in duplicate originals, or in separate counterparts, which are as effective as if the parties signed a single original. A facsimile or electronic copy of an original signature is considered as effective as an original.

G. Foreign Trade Regulations. Each Party shall comply fully with all applicable export control and economic sanctions laws and regulations of the United States and other countries and territories relevant to the Goods, Services, and Licenses provided under this Agreement (collectively "**Foreign Trade Regulations**"). Each Party shall take all reasonable steps to assure that the Services are not exported, directly or indirectly, in violation of Foreign Trade Regulations or intended to be used for any purposes prohibited by the Foreign Trade Regulations.

H. Joint and Several Liability. If more than one party executes or otherwise agrees to the terms of this Agreement or any SOW or Order, then the term "Client" shall mean all parties other than AbeTech and each of them and all such parties shall be jointly and severally obligated hereunder.

I. Benefits and Obligations. All rights of each Party shall inure to the benefits of its successors and permitted assigns, and all obligations of each Party shall bind its heirs, executors, administrators, successors, and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

**For Abraham Technical Services, Inc.
("AbeTech"):**

For _____ ("Client"):

By: _____
Andy Schumacher, CFO

Authorized Signature

Date

Printed Name

Title

Date

EXHIBIT A

Goods, Services, and Licenses

Goods:

[Options:

1. Type in an appropriate description on this page.
2. Attach a description, or
3. If all will be set forth on purchase orders, state “See Orders issued under this Agreement”]

Services:

[Options:

1. Type in an appropriate description on this page.
2. Attach a description, or
3. If all will be set forth on SOWs, state “See SOWs issued under this Agreement”]

Licenses:

[Options:

1. Type in an appropriate description on this page.
2. Attach a description, or
3. If all will be set forth on purchase orders, state “See Orders issued under this Agreement”]

EXHIBIT B

Request Form

On behalf of _____ (“Client”), I hereby request that AbeTech install the following hardware, equipment, or materials:

in the following location(s) and/or by the following methods:

On behalf of Client, I acknowledge the provisions of the Master Goods, Services & Licenses Agreement dated _____, including but not limited to Sections 4.E and 17.D.

For Client:

Dated: _____

Print Name: _____

Title: _____

Acknowledged for AbeTech:

Dated: _____

Print Name: _____

Title: _____