

MASTER SERVICES AGREEMENT

This Master Services 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. 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.

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 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 Services 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 Services 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 Services under Exhibit A or any SOW, 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 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, 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, and this individual shall be Client's authorized representative working with AbeTech while Services are being provided under that SOW. If there is no applicable SOW, 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; (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 Services pursuant to Exhibit A or any SOW, 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 Services. 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 Services, 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 8) required for AbeTech to successfully provide the Services 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 Services is Client's responsibility. However, Client may request that AbeTech install any hardware, equipment, or materials necessary for AbeTech to provide the Services. 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 Services in a lawful manner.

G. Timely Performance of Client Obligations. Client acknowledges and agrees that AbeTech's ability to provide the Services 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 Services.

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. Services. AbeTech will provide the Services to Client as described in Exhibit A or any SOW 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 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 Services 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, AbeTech will provide Client with detailed instructions about how to work with AbeTech representatives to obtain the Services.

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. Termination

A. For Cause. A Party may terminate any SOW issued pursuant to this Agreement if (a) the other Party is in default of any material term, condition or warranty of that SOW 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 13. 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 13.

B. Effect of Termination. Upon the effective date of a termination of this Agreement or any SOW: (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); (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.

7. 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, and the Services, 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 Services 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.

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 7.

8. 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 Services), 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 8.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 8, and that either Party

may take equitable action, including seeking injunctive relief, to enforce this Section 8. The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

9. 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 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 Services, or portions thereof, with other products, processes or materials where the alleged infringement relates to such combination; (iv) Client uses the AbeTech Work Product or the Services 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 or Services 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 Services 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 9.A, AbeTech may, in its reasonable judgment, and at its option and expense: (i) obtain for Client the right to continue using the AbeTech Work Product; (ii) replace or modify the AbeTech Work Product so that it becomes noninfringing; or (iii) terminate the right to use the AbeTech Work Product and return only the Services fees paid by Client for such portion of the AbeTech Work Product which is allegedly infringing, prorated over a one (1) year term from the date of delivery of such portion of the 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 AbeTech Work Product or the Services delivered to Client pursuant to this Agreement 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 9 (NINE) 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 SERVICES 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 Services. The indemnification obligations set forth in this Section 9.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.

10. Limited Warranty

A. 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 10.A, 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.

B. Remedies. Client's sole remedy and AbeTech's sole obligation in the event of a breach of the warranty contained in Section 10.A 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 10.A.

11. 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 SERVICES 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 SERVICES OR SOFTWARE PURSUANT TO EXHIBIT A OR ANY SOW (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 FOR THE PRECEDING TWELVE (12) MONTHS IN WHICH THE ALLEGED LIABILITY AROSE, AND IF SUCH DAMAGES RESULT FROM SPECIFIC SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RECEIVED BY ABETECH FROM CLIENT FOR THE SPECIFIC SERVICES 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 11 (ELEVEN). CLIENT ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, ABETECH HAS COMMUNICATED TO CLIENT THAT THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

12. 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.

13. 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

14. Separate Agreements

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

15. Section Headings

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

16. Survival

The terms of Sections 3, 7, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the termination of this Agreement.

17. 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.

18. 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.

19. 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.

20. Amendments

All amendments to the Agreement or any SOW 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 and one or more properly executed amendments to the Agreement or any SOW, 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 or any SOW (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 or any SOW. 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.

21. Force Majeure

Except for Client's obligation to pay AbeTech for Services already provided, to reimburse expenses already incurred on behalf of Client, and to pay taxes, duties, and customs fees owed in relation to the Services, 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.

22. 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 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 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 Services 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, 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

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 SOW(s) 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 Services Agreement dated _____, including but not limited to Sections 4.E and 9.D.

For Client:

Dated: _____

Print Name: _____

Title: _____

Acknowledged for AbeTech:

Dated: _____

Print Name: _____

Title: _____