

General Contract for Services

THIS GENERAL CONTRACT FOR SERVICES (“Contract”) is made and entered into by QBS As-Builts, Inc., an Indiana corporation, with corporate headquarters located at 674 Shakespeare Drive, Avon, IN 46123, (“Service Provider”) and *****, a ***** corporation, with corporate headquarters located at *****, (“Company”) on the ***** day of *****, 20** (the “Effective Date”).

RECITALS

WHEREAS, the Service Provider is in the business of the development, supply and operation of products and services related to the creation of as-built structural drawings based on measurements physically taken at the property at one point in time (generally “Services”); and

WHEREAS, the Company desires to enter into an agreement with Service Provider to sell to the Company the Services offered by Service Provider;

WHEREAS, Service Provider desires to enter into an agreement with the Company to sell the Company the Services offered by Service Provider;

NOW THEREFORE, the Parties having exchanged valuable consideration, the adequacy and sufficiency of which the Parties acknowledge by executing this Contract containing their terms and conditions, and their mutual covenants and promises, the Parties agree to the following terms and conditions.

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES.

Starting on the effective date of this Contract, Service Provider will provide to Company the following services (collectively, the “Services”):

(Describe services here in as great a detail as possible)

Measure the interior space of the property located at

_____.

Prepare and deliver detailed as-built drawings of the interior space based on measurements physically taken of the property located at

_____.

Provide emergency preparedness consultation to determine potential safety concerns and vulnerabilities of Company in the instance of an Active Shooter at the property located at

_____.

_____.

Prepare and deliver a report of potential safety issues and vulnerabilities to Company based on consultation and property assessment.

2. PAYMENT FOR SERVICES.

In exchange for Services, Company will pay Service Provider according to the following schedule:

(Terms of payment this needs to be as specific as possible)

- a. Billing occurs at the time of delivery of the final drawings, consultation reports, or emergency preparedness plan.
- b. Bills are payable within [NUMBER OF DAYS] days of the date of the invoice.

3. TERM.

This Contract will terminate automatically upon Service Provider completing the Services required by this Contract. Upon completing those Services, Service Provider shall provide such notice to the Company in writing with a final invoices for services rendered and payment due.

4. WORK PRODUCT OWNERSHIP.

Any works, ideas, concepts, discoveries, inventions, patents, products, or other information proprietary to or related to the Services received by the Company from Service Provider, whether or not eligible for protection under the intellectual property laws of the United States of America (i.e., patent, copyright, trademark, sign mark, and the like) (collectively the "IP") developed in whole or in part by Service Provider in connection with the Services will be the exclusive property of Service Provider. Upon request, the Company will execute all documents necessary to confirm or perfect the exclusive ownership of the IP in Service Provider. Should the Company desire to use such IP of Service Provider, the Parties shall then attempt to negotiate a license agreement to allow the Company to use the IP of Service Provider.

5. CONFIDENTIALITY.

- a. "Confidential Information" shall mean (a) any technical or business information relating to the development, formulation, composition, blending, manufacture, use, supply and/or sale of the product(s) of either Service Provider or the Company, (b) the actual or potential business plans and/or activities of either Service Provider or the Company, or (c) the information, data, documentation, drawings, or similar information provided by the Company to Service Provider to perform the Services under this Contract, or (d) the Services provided to the Company, disclosed to the other Party ("Recipient") by the Party possessing such Confidential Information (the "Tendering Party"), either directly or indirectly, orally, in writing, by software, by drawings, samples, by visual inspection of equipment or facilities, or in any other way, disclosed to Recipient by the

Tendering Party either directly or indirectly, orally or in writing or by drawings or samples or by visual inspection of equipment or facilities, or disclosed in any other way by the Tendering Party to the Recipient.

- b. Recipient shall not disclose Confidential Information received from the Tendering Party under this Contract to any third party and shall not use the same, except for the purpose of fulfilling the terms and conditions of this Contract, in each case as long as it remains Confidential Information. Further, Recipient shall not make known or cause to be made known to any third party any correlation with or identity of the Confidential Information, which may exist between Confidential Information and non-confidential technical information or know-how made available to Recipient from the Tendering Party. The obligations of non-disclosure and non-use does not include the obligation not to include Confidential Information and the results of evaluation of such Confidential Information in patent applications submitted by Service Provider and not to disclose such Confidential Information it to the patent office of any country.
- c. Subsequent to the completion of this Contract, Recipient may not make copies of Confidential Information, or use, reproduce, transform or store any Confidential Information in a computer or electronic information retrieval system.
- d. The obligations of non-disclosure and non-use in Paragraph 5b shall not apply to Confidential Information which:
 - (1) Recipient can show in tangible form was in the public knowledge or literature at the time of disclosure by the Tendering Party; or
 - (2) Recipient can show by dated and written record was already in its possession at the time of disclosure by the Tendering Party hereunder without obligation of confidentiality;and such provisions shall cease to apply to information which, subsequent to its disclosure hereunder:
 - (3) becomes part of the public knowledge through no act or omission of Recipient;
 - (4) is disclosed to Recipient without obligation of confidentiality by a third party having legal right to do so;
 - (5) is independently developed by or for Recipient by persons who have not had access to Confidential Information; or
 - (6) The Tendering Party makes public.
- e. Recipient may disclose to a governmental agency, judicial body, or litigant only as much of the Tendering Party's Confidential Information as is required to be disclosed pursuant to a subpoena, *subpoena duces tecum*, order, notice, or process issued by said governmental agency or judicial body, or held lawfully by such litigant ; provided that after receiving such a subpoena, *subpoena duces tecum*, order, notice, or process and prior to making any disclosure required thereunder, Recipient within five (5) business days of receipt of a copy of such subpoena,

subpoena duces tecum, order, notice, or process shall forward it to Shell in order to allow Shell within five (5) business days of its receipt of such subpoena, *subpoena duces tecum*, order, notice, or process from Recipient the opportunity to oppose the subpoena, *subpoena duces tecum*, order, notice, or process, or seek a protective order or other confidential treatment, and provides reasonable assistance to the Tendering Party in such opposition, notice or process, or to obtain such protective order or other confidential treatment. Nothing in this Paragraph shall be construed to authorize Recipient to disclose Confidential Information to parties other than such governmental agency, judicial body, or litigant, pursuant to the lawful subpoena, *subpoena duces tecum*, order, notice, or process.

- f. The Company and Service Provider both, and their separate officers, directors, principals, employees, agents, representatives, affiliated companies or persons, or subsidiaries are subject to the terms and conditions of this Paragraph 5, which shall continue to be effective after the termination of this Contract.
- g. All documents, drawings and writings provided to Recipient hereunder and any copies thereof shall be returned promptly to the Tendering Party upon its written request with the exception of one (1) file copy which may be retained solely for the determination of Recipient's legal obligations under this Paragraph 5; provided that such file copy shall remain subject to the provisions of this Paragraph 5. Upon such request, Recipient shall destroy any documents which have been prepared containing excerpts or other information derived from the documents, drawings and writings disclosed to Recipient by the Tendering Party.

Recipient shall restrict disclosure of Confidential Information to only those of its employees and agents who have a need to know such information to carry out the purpose of providing the Services and complying with the terms and conditions set out in this Contract, and who have undertaken written obligations of confidentiality and restricted use with Recipient. Recipient shall remain responsible to the Tendering Party for the proper observance of the obligations of this Paragraph 5 by any employee or agent to which the Confidential Information is disclosed. Both the Company and Service Provider warrant and represent to the other Party that they have in place processes, procedures and policies to maintain the confidentiality of any Confidential Information they receive from the Tendering Party pursuant to this Contract.

6. DISCLAIMER OF WARRANTY.

SERVICE PROVIDER MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE COMPLETENESS, UTILITY, OR ACCURACY OF ANY INFORMATION PROVIDED TO, OR THE SERVICES PROVIDED TO THE COMPANY; NOR DOES IT EXTEND TO THE COMPANY ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND/OR THE FREEDOM FROM INFRINGEMENT OF ANY PATENT AND/OR COPYRIGHT BY SERVICE PROVIDER'S USE OF INFORMATION IN PROVIDING THE SERVICES TO THE COMPANY.

7. NON-PAYMENT.

If Company does not pay a bill sent by Service Provider within the allocated period, a late charge equal to eighteen percent (18%) annually of the outstanding balance will become due and payable.

8. REMEDIES.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default and shall be sent by certified mail, return receipt requested, to the defaulting party. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing first notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. LIMITATION OF LIABILITY.

a. Subject to the Company's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly or indirectly, out of or in relation to this Contract or the performance or observance of its obligations under this Contract and every applicable part of it shall be limited in the aggregate to the Price.

b. To the extent it is allowed by law and subject to the Company's obligation to pay the Price, in no event shall either party be liable to the other Party for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.

10. INDEMNIFICATION.

a. **Service Provider's Indemnification.** Service Provider shall, indemnify and defend the Company and its agents, successors, heirs, assigns and representatives (the "Company Indemnitees") against, and shall hold the Company Indemnitees harmless from, any loss, liability, claim, charge, action, suit, proceeding, assessed interest, fee, cost, penalty, damage, tax or expense (collectively, "Losses") resulting from, arising out of, or incurred by the Company Indemnitees in connection with, or otherwise with respect to any breach of any representation, warranty, covenant or condition of the Service Provider contained in this Agreement.

b. **Company's Indemnification.** The Company shall, indemnify and defend the Service Provider and its agents, successors, heirs, assigns and representatives (the "**Service Provider Indemnitees**") against, and shall hold the Service Provider Indemnitees harmless from, any loss, liability, claim, charge, action, suit, proceeding, assessed interest, fee, cost,

penalty, damage, tax or expense (collectively, “Losses”) resulting from, arising out of, or incurred by the Seller Indemnitees in connection with, or otherwise with respect to (i) any breach of any representation, warranty, covenant or condition of the Company contained in this Agreement, and (ii) any environmental claim, lawsuit, hazard, damage, or contamination related to the Services.

c. Rights, Remedies and Costs of Enforcement. In connection with the enforcement of any right of indemnification under this Contract, the Service Provider Indemnitees and Company Indemnitees, as applicable, shall have the right to exercise any remedy at law or in equity. The prevailing party in any such action shall be entitled to recover all costs and expenses of enforcement including but not limited to reasonable attorney’s fees.

11. ENTIRE AGREEMENT; MERGER.

This Contract contains the entire agreement of the parties, and there are no other promises or condition in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreement or understanding between the Parties, which prior written or oral agreements or understandings are specifically merged and subsumed into this Contract.

12. SEVERABILITY.

If any term, condition, provision, paragraph, or subparagraph of this Contract will be held to be invalid or unenforceable for any reason, the remaining terms, conditions, provisions, paragraphs, or subparagraphs will continue to be valid and enforceable. If a court finds that any term, condition, provision, paragraph, or subparagraph of this Contract is invalid or unenforceable, but that by limiting such term, condition, provision, paragraph, or subparagraph it would become valid or enforceable, then such term, condition, provision, paragraph, or subparagraph will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT.

This Contract may be modified or amended in writing, if the writing is signed by both Parties to this Contract.

14. GOVERNING LAW AND CONSENT TO JURISDICTION.

a. Indiana Law Controls. This Contract and any change orders or exhibits to it shall be governed by and interpreted and enforced in accordance with the Laws of the State of Indiana, without giving effect to any choice of Law or conflict of Laws rules or provisions (whether of the State of Indiana or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Indiana.

b. Jurisdiction and Venue. Each party irrevocably submits to the exclusive jurisdiction of any commonwealth or federal court with jurisdiction in Hendricks County, Indiana, for the purposes of any suit, action or other proceeding arising out of this Contract or any transaction contemplated hereby, and agrees to commence any such action, suit or

proceeding only in such courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth herein shall be effective service of process for any such action, suit or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Contract or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. **EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS CONTRACT.**

15. NOTICE.

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one Party may have furnished to the other in writing.

16. ASSIGNMENT.

Neither Party may assign or transfer this Contract without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

17. COUNTERPARTS.

This Contract may not be executed in counterparts. This Contract shall become effective when each Party has executed and exchanged fully executed copies of this Agreement with the other Party.

18. INTERPRETATION.

The parties to this Contract have participated jointly in the negotiation and drafting of this Contract, and any rule of construction or interpretation otherwise requiring this Contract to be construed or interpreted against any party by virtue of the authorship of this Contract shall not apply to the construction and interpretation of this Contract.

19. CONSTRUCTION.

For the purposes of this Contract, except as otherwise expressly provided in this Contract or unless the context otherwise requires: (a) the meaning assigned to each term defined in this Contract shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires; (b) where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning; (c) the terms "hereof", "herein", "hereunder", "hereby" and "herewith"

and words of similar import shall, unless otherwise stated, be construed to refer to this Contract as a whole and not to any particular provision of this Contract; (d) when a reference is made in this Contract to an Article, Section, paragraph, Annex, Change Order, Exhibit or Schedule, such reference is to an Article, Section, paragraph, Annex, Change Order, Exhibit or Schedule to this Contract unless otherwise specified; (e) a reference to any party to this Contract or any other agreement or document shall include such party's predecessors, successors and permitted assigns; and (f) all accounting terms used and not defined herein have the respective meanings given to them under GAAP.

19. TIME.

Time is of the essence. Time periods specified in this Contract are calendar days and shall expire at midnight of the date stated unless the parties agree in writing to a different date and/or time.

20. ATTORNEY'S FEES.

Any party to this Contract who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

21. EXPENSES.

Except as otherwise provided in this Contract, each party shall bear its own costs and expenses in connection with this Contract and the transactions contemplated hereby and thereby, including all legal, accounting, financial advisory, consulting and all other fees and expenses of third parties, whether or not the transaction contemplated by this Contract closes.

22. NO THIRD PARTY BENEFICIARIES.

No provision of this Contract is intended to confer upon any Person other than the parties hereto any rights or remedies under this Contract.

23. CAPTIONS.

All captions contained in this Contract are for convenience of reference only, do not form a part of this Contract and shall not affect in any way the meaning or interpretation of this Contract.

24. AUTHORITY TO EXECUTE AND COMPLIANCE WITH CORPORATE GOVERNANCE.

The Parties represent that to the extent necessary each has the requisite, full and complete authority to execute this Contract with the intent to bind that Party to honor the terms and conditions of this Contract. Further, the Parties to this Contract represent and state that each is an individual and that no corporation or partnership is executing this Contract. Thus, there is no need to have any corporation or partnership comply with the provisions of its respective

corporate governance rules and by-laws to authorize the person executing this Contract to do so on behalf of that corporation or partnership.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date first above written.

QBS AS-BUILTS (“Service Provider”)

“COMPANY”

Authorized Signature Date

Printed Name

Printed Name and Title

Authorized Signature Date

Print Name and Title

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