

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (hereinafter, this “**Agreement**”) is entered into between _____, a Utah limited liability company (hereinafter, the “**Company**”), and the client identified below on this signature page (hereinafter, the “**Client**”). The Company and Client are sometimes collectively referred to herein as the “**Parties**” and may be individually referred to as a “**Party**.” This Agreement is effective as of the date of the last signature below (hereinafter, the “**Effective Date**”).

This Agreement consists of (i) this signature page, (ii) the attached Standard Terms and Conditions, (iii) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific Company services (each, an “**Addendum**”), and (iv) all written statements of work orders for the Company’s services (“**SOWs**”), together with any related exhibits or purchase orders thereto, executed by the Parties under this Agreement, all of which are incorporated herein by this reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW(s). There are no conditions, understandings, agreements, representations, or warranties, express or implied, which are not specified herein. This Agreement may only be modified by a written document expressly stated for such purpose and executed by the Parties.

IN WITNESS WHEREOF, the Parties, via their respective signatures below, hereby duly execute this Agreement. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Company:

Client:

Name

Name

Title

Title

Authorized Signature

Authorized Signature

Date of Signature

Date of Signature

Business EIN

Business EIN

STANDARD TERMS AND CONDITIONS

1. **AGREEMENT STRUCTURE.** Each SOW executed by the Parties under this Agreement shall be subject to these Standard Terms and Conditions and the additional terms and conditions set forth in the Addendum hereunder applicable to such SOW, if any. Each SOW shall specifically reference this Agreement, the Addendum to which such SOW is subject, if any, and set forth the specific Services (as defined in each SOW), fees, Permitted Applications (as defined in an SOW), if any, and any other terms applicable to the Services provided under such SOW. When fully executed, each SOW shall be incorporated into and shall form a part of this Agreement. The provisions of the various Agreement documents shall, to the extent possible, be interpreted so as to supplement each other and avoid any conflict between them. In the event of a conflict between the terms and conditions of these Standard Terms and Conditions or the Addendum applicable to a SOW, if any, on the one hand, and the terms and conditions of a SOW on the other hand, the terms and conditions of these Standard Terms and Conditions and the Addendum applicable to such SOW, if any, shall control, unless explicitly stated otherwise in the SOW, in which case, the conflicting terms and conditions in such SOW shall apply only to that SOW.
2. **TERM.** This Agreement shall commence on the Effective Date and continue until the expiration or termination of all SOWs. The term of each SOW is as specified in such SOW.
3. **FEES; TAXES.**
 - a. **Fees.** Client shall pay the Company the fees for the Services (“Fees”) as set forth in each SOW. Client agrees that any Fees due under this Agreement may be charged to Client’s credit card or bank account on file with the Company. Client agrees that all Fees paid hereunder shall be nonrefundable. If full payment is not made in compliance with this subsection or the applicable SOW, Client may be assessed a late charge equal to 1.5% of the unpaid amount per month, or the maximum limit permitted by law, whichever is less. If Client becomes ten or more days past due and fails to pay all past due fees within ten days of the Company’s written notice of such delinquency, the Company may (i) suspend access or delivery of any Services provided under this Agreement until all past due charges and any related interest are paid or (ii) terminate the Agreement, including any SOW. Client shall pay the Company all costs for the collection of past due amounts owed to the Company hereunder, including, without limitation, attorney fees, collection agency fees, and court costs.
 - b. **Taxes.** Fees are exclusive of sales, use, excise, ad valorem, personal property, and other taxes. When the Company has a legal obligation to collect such taxes, the appropriate amount shall be paid by Client unless Client provides the Company with a valid tax exemption certificate prior to issuance of the invoice. Such certificate must be in a form authorized by the appropriate taxing authority.
4. **TRADEMARKS.** The Company’s logos and product names are trademarks or service marks of the Company (hereinafter collectively, the “Marks”). No right or license to use the Marks is granted under this Agreement.

5. **COMPLIANCE WITH LAW.** Client represents and warrants that it has all rights necessary to provide any logos, artwork, data, documentation, and other materials that it may make available to the Company under this Agreement and that the Company may use, copy, and otherwise manipulate such data, documentation, and other materials as necessary for the Company to perform the Services required under this Agreement. Client shall use the Services in compliance with all applicable laws, statutes, ordinances, and regulations.

6. **CONFIDENTIALITY.**
 - a. **Confidential Information.** In the course of this Agreement, each Party may obtain confidential and proprietary information from the other Party, including but not limited to the terms of this Agreement, nonpublic information relating to the Services, information regarding a Party's current, future and proposed products and services, product designs, plans and roadmaps, prices and costs, trade secrets, patents, patent applications, development plans, ideas, samples, media, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software schematics, code and source documents, data, formulas, financial information, procurement requirements, client lists, suppliers, investors, employees, business and contractual relationships, sales and marketing plans, nonpublic personal information of consumers as defined by the Gramm-Leach-Bliley Act (Pub. L. 106-102) and any implementing regulations or guidelines, whether disclosed before or after the Effective Date, and any other information the receiving Party knows or reasonably ought to know is confidential, proprietary or trade secret information (collectively, "Confidential Information").

 - b. **Obligations.** The Parties agree that they shall hold all Confidential Information of the other Party in strict confidence and trust and shall not use, reproduce, or disclose the Confidential Information of the other Party to any person or entity except as specifically permitted in this Agreement at all times and notwithstanding the termination or expiration of this Agreement. Each Party may disclose Confidential Information of the other Party only to those of its employees, contractors, consultants, and advisors who have previously agreed to be bound by terms and conditions at least as restrictive as those set forth in this Agreement and who have a need to know such information.

 - c. **Exclusions to Confidentiality.** The restrictions on the use and disclosure of Confidential Information set forth in Section 6(b) shall not apply to the extent the Confidential Information (i) is or becomes generally available to the public through no fault of the receiving Party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving Party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving Party by a third party who may rightfully transfer and disclose the information without restriction and free of any obligation to keep it confidential; or (iv) is independently developed by the receiving Party or a third party without reference or access to the disclosing Party's Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information if required to do so as a matter of law, regulation, or court order, provided that (i) the receiving Party shall use all reasonable efforts to provide the disclosing Party with at least ten days prior notice of such disclosure, (ii) the receiving Party shall disclose only that portion of the Confidential Information that is legally required to be furnished, and (iii) the receiving

Party shall use reasonable efforts to seek confidential treatment of such information from the party to which the information must be disclosed.

7. INDEMNIFICATION.

- a. **Indemnification by the Company.** The Company agrees to protect, defend, indemnify, and hold Client harmless from and against all claims of third parties arising out of or related to the Company's use of information obtained as a result of the Services or attributable to the Company's breach of this Agreement, provided that Client gives the Company prompt written notice of any such claim. Client shall control the defense and any settlement of such claim, and the Company shall cooperate with Client in defending against such claim. Furthermore, the Company agrees to protect, defend, indemnify, and hold Client harmless from and against all claims of third parties arising out of or related to the Company's (i) violation of any third party's rights of publicity or privacy, (ii) violation of any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing unfair competition, anti-discrimination, false advertising, email spam, or any "do-not-call" registry), or (iii) acts that are defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- b. **Indemnification by Client.** Client agrees to protect, defend, indemnify, and hold the Company harmless from and against all claims of third parties arising out of or related to Client's use of information obtained as a result of the Services or attributable to Client's breach of this Agreement, provided that the Company gives Client prompt written notice of any such claim. The Company shall control the defense and any settlement of such claim, and Client shall cooperate with the Company in defending against such claim. Furthermore, Client agrees to protect, defend, indemnify, and hold the Company harmless from and against all claims of third parties arising out of or related to (i) violation of any third party's rights of publicity or privacy, (ii) violation of any law, statute, ordinance or regulation (including without limitation the laws and regulations governing unfair competition, anti-discrimination, false advertising, email spam, or any "do-not-call" registry), or (iii) acts that are defamatory, trade libelous, unlawfully threatening, or unlawfully harassing.

8. CLIENT REPRESENTATIONS. Client hereby represents and warrants as follows:

- a. Client is, and at all times will be, properly and fully licensed, bonded, and insured (at levels in accordance with applicable industry standards) under all applicable laws and trade regulations (and upon request, will produce documentation to verify this to the Company), and further, that Client has not been turned down for insurance coverage related to its provision of services. Client agrees to notify the Company promptly of any such changes to its licensing, bonding, or insurance status.
- b. Client is, and at all times will be, rated at "B" or higher with the Better Business Bureau ("BBB"). Client agrees to notify the Company promptly if Client's rating with the BBB is ever less than "B."

- c. Client has not been sanctioned or penalized by any governmental authorities in connection with its provision of services to any of its customers, and it has not been denied membership to (or had its membership revoked from) any professional industry associations. Client authorizes the Company to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect.
- d. Client agrees that any written comments or testimonials it provides about the Company's service or activities shall be the sole property of the Company, that the Company shall own any intellectual property rights in such comments or testimonials, and that the Company may post and publish Client's comments or portions thereof, including Client's name and company or agency, at the Company's sole discretion on its website or in marketing materials and that Client shall not be entitled to any payments associated with Company's use of the foregoing.
- e. Client will not engage in any illegal acts or acts of wrongdoing, dishonesty, or unethical business practices with the Company, any customer, or other third party, including, but not limited to, disclosing any user personal information to any third party. Client will at all times be in full compliance with all applicable Federal, State, local, and other laws and regulations that apply to its activities.

9. **TERMINATION.**

- a. **Termination for Cause.** If either Party breaches any provision of this Agreement, including a provision of any SOW, the non-breaching Party may terminate this Agreement in its entirety, or the specific SOW breached, provided that (i) the non-breaching Party has provided the breaching Party with written notice of such breach, (ii) the breach is not cured within the cure period specified in the applicable SOW if any, and (iii) the breach is not cured within ten days following such notice absent a specified cure period.
- b. **Termination for Insolvency.** Either Party may immediately terminate this Agreement upon written notice to the other Party in the event the other Party (i) becomes insolvent, (ii) files, submits, initiates, agrees to, or is subject to any bankruptcy petition, conservatorship, request or petition for appointment of a receiver, or demand or application for voluntary or involuntary dissolution, or (iii) makes a general assignment for the benefit of its creditors.
- c. **Effect of Termination.** Termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such termination.

10. **LIMITATION OF LIABILITY.** UNLESS OTHERWISE SET FORTH IN AN ADDENDUM OR SOW, THE COMPANY'S TOTAL LIABILITY AND THE CLIENT'S EXCLUSIVE REMEDY UNDER OR RELATED TO ANY SOW UNDER THIS AGREEMENT IS LIMITED TO DIRECT MONETARY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY CLIENT TO THE COMPANY UNDER SUCH SOW DURING THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH CLAIM. THIS LIMIT IS CUMULATIVE, AND ALL PAYMENTS UNDER THIS AGREEMENT ARE AGGREGATED TO CALCULATE SATISFACTION OF THE LIMIT.

THE EXISTENCE OF MULTIPLE CLAIMS DOES NOT ENLARGE THE LIMIT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ANY PROVIDER OF INFORMATION USED BY THE COMPANY IN PREPARING OR PROVIDING THE SERVICES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS OR REVENUE, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPANY IS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. **Warranties.** THE SERVICES ARE PROVIDED “AS IS,” AND THE COMPANY PROVIDES NO WARRANTIES THAT THE SERVICES WILL RESULT IN ADDITIONAL BUSINESS OR REVENUE TO CLIENT OR CLIENT’S AFFILIATES, EITHER EXPRESSLY OR IMPLIEDLY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES OR ANY SERVICE PROVIDED HEREUNDER, TO THE EXTENT SUCH WARRANTIES ARE APPLICABLE. THE COMPANY DISCLAIMS ANY WARRANTIES CREATED BY A COURSE OF DEAL, COURSE OF PERFORMANCE, OR TRADE USAGE.

12. **GENERAL PROVISIONS.**

- a. **Relationship of Parties.** The Parties acknowledge that this is a business relationship based on the express provisions of this Agreement and that no partnership, joint venture, agency, fiduciary, or employment relationship is intended or created by this Agreement. Neither Party is the legal representative or agent of nor has the power or right to obligate, direct, or supervise the daily affairs of the other Party, and neither Party shall act, represent itself, or hold itself out as such.
- b. **Notices.** All notices required under this Agreement shall be sent to the addresses on the signature page of this Agreement and, if the notice relates to a specific SOW, to any additional notice addresses listed in such SOW, to the attention of the signatories, with a copy to the Legal Department of the Party. Either Party may, from time to time, change its address for notification purposes by giving the other Party written notice of the new address and the date upon which it will become effective. Notwithstanding the foregoing, notices regarding changes in pricing, policies, or programs may be communicated by email.
- c. **Assignment.** Client shall not assign or transfer this Agreement or any rights or obligations under this Agreement without the Company’s prior written consent. A change in control constitutes an assignment under this Agreement. Any unauthorized assignment or transfer shall be void and constitutes grounds for immediate termination of this Agreement by the Company. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- d. **Severability.** If any provision, or part thereof, of this Agreement becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision, or part

thereof, shall be null and void and deemed deleted from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

- e. **No Waiver.** Any waiver is only valid to the extent expressly set forth in writing. No waiver by either Party of any right under this Agreement shall constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.
- f. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Utah; however, the State of Utah's principles of conflicts of law are not applicable to this Agreement. Either Party shall bring any litigation arising out of this Agreement in a court of competent jurisdiction, and each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.
- g. **Attorney's Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover actual reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. **No Third-Party Beneficiaries.** The Company and Client agree that this Agreement and any SOW(s) are for the benefit of the entities executing such document(s) and are not intended to confer any rights or benefits on any third party, including any employee or client of either entity executing such document(s), and that there are no third-party beneficiaries of any part or specific provision of this Agreement.
- i. **Survival.** The following sections shall survive the expiration or termination of this Agreement: § 3 (Fees; Taxes), § 6 (Confidentiality), § 7 (Indemnification), § 10 (Limitation of Liability), and § 12 (General Provisions).
- j. **Counterpart, Facsimile Execution.** This Agreement may be executed in any number of identical counterparts, and signature pages may be detached from one counterpart and added to another counterpart. This Agreement may also be transmitted between the Parties using a facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signatures and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed, or scanned electronically) of all Parties, by counterpart or otherwise, is binding on all of the Parties.

STATEMENT OF WORK FOR TELEMARKETING SERVICES

This STATEMENT OF WORK FOR TELEMARKETING SERVICES (referred to herein as this “**SOW**”) is entered into by and between the Parties referenced herein, Company and Client. The Master Services Agreement governs this SOW signed concurrently herewith between Client and the Company, and it includes all subsequent amendments, exhibits, or attachments incorporated herein by reference. This SOW is effective as of the date of the last signature in the Signature Page hereinabove. The Parties continue to agree as follows:

1. **SERVICES; FEES.** The Company shall provide Client with the Services listed below. Client shall pay to the Company the Fees set forth below. If any section below indicates that an exhibit is attached, the additional terms and conditions set forth in the exhibit shall apply to such section.

| Services |
|---|
| The Company or its third-party designee will attempt to contact owners of residential properties (“Homeowners”) who have previously consented to be contacted by the Company and who are located within each Market Area (as described in the Market Area Exhibit attached hereto), via telemarketing services in an effort to obtain Leads for Client. As used herein, the term “ Lead ” shall mean a Homeowner who (i) responds to a telephone call from the Company that they are interested in services or products offered by Client, (ii) indicates to the Company that they want to meet with Client at a scheduled date and time (the “ Appointment ”) regarding the services or products offered by Client, and (iii) has their contact information, the Appointment information, and any available details related to the services/products needed by the Homeowner emailed by the Company to Client. |

| Fees |
|--|
| Each week during the Term of this SOW, Client shall also pay the Company an amount equal to the Cost Per Lead (as described in the Market Area Exhibit attached hereto) for each Lead provided to Client in a Market Area during the prior week. |

2. **ADDITIONAL FEE INFORMATION.** The Company reserves the right to increase the Cost Per Lead at any time upon providing Client with thirty (30) days’ written notice of such increase (the “**Notice Period**”). In the event the Company increases the Cost Per Lead, Client may elect to cancel this SOW by providing the Company with written notice of such election at least ten (10) days prior to the conclusion of the Notice Period.
3. **COUNTERPART, FACSIMILE EXECUTION.** The SOW may be executed in any number of identical counterparts, and signature pages may be detached from one counterpart and added to another counterpart. This SOW may also be transmitted between the Parties by facsimile machine or scanned electronic transmission. The Parties intend that faxed or scanned electronic signatures shall constitute original signature and that a faxed or scanned electronic copy of this Agreement containing the signatures (original, faxed, or scanned electronically) of all Parties, by counterpart or otherwise, is binding on all of the Parties.

MARKET AREA EXHIBIT

Market Areas and Cost Per Lead. Below are the geographical areas subject to the SOW and the applicable Cost Per Lead for each Market Area.

| Market Areas | Industry | Cost Per Lead |
|----------------------|-----------------|---------------|
| Bountiful, Utah | Water Treatment | \$150.00 |
| Farmington, Utah | Water Treatment | \$150.00 |
| Kamas, Utah | Water Treatment | \$150.00 |
| Park City, Utah | Water Treatment | \$150.00 |
| Salt Lake City, Utah | Water Treatment | \$150.00 |
| West Jordan, Utah | Water Treatment | \$150.00 |

SAMPLE
Altioirem Legal Services

PAYMENT AUTHORIZATION FORM

Credit Card Account Information

| | | | | |
|----------------------------|-------------------------------|-------------------------------------|-------------------------------|-----------------------------------|
| CARD TYPE: | <input type="checkbox"/> VISA | <input type="checkbox"/> MASTERCARD | <input type="checkbox"/> AMEX | <input type="checkbox"/> DISCOVER |
| NAME ON CARD: | _____ | | | |
| BILLING ADDRESS: | _____ | | | |
| CITY, STATE, AND ZIP CODE: | _____ | | | |
| CARD NUMBER: | _____ | | | |
| EXPIRATION DATE: | _____ | CVV/CVC: | _____ | |

ACH Account Information

| | |
|----------------------|-------|
| NAME ON ACCOUNT: | _____ |
| ACCOUNT NUMBER: | _____ |
| ROUTING NUMBER: | _____ |
| BANKING INSTITUTION: | _____ |

By completing and signing this form, the undersigned hereby authorizes the Company to charge any Fees due under the Master Services Agreement, entered into between the parties listed above, to the account listed above. The undersigned hereby requests that the above-identified financial institution or credit card company accept and process payments charged by the Company to the above-listed account until this authorization is revoked in writing.

| | |
|------------------|--------------------------|
| _____ | _____ |
| <i>Name</i> | <i>Title</i> |
| _____ | _____ |
| <i>Signature</i> | <i>Date of Signature</i> |