



Master Service Agreement

1. This Service Agreement is made and entered into by and between ZFT Holdings LLC (“ZFT”), a Texas Limited Liability Company, located at 1112 111th STREET | ARLINGTON, TX 76011 and the client designated on the digital signature step of the online signup process (“Client”) for the Streamlined Logic subscription service. This agreement supersedes all previous agreements between Client and ZFT and shall be effective when executed by a ZFT officer at ZFT or Client's place of business, and shall be deemed entered into, in Dallas, Texas.
2. Streamlined Logic is a hosted software and database facility, fully owned by ZFT, which enables subscribing customers to manage and automate their construction and engineering data processing.
3. Streamlined Logic Cloud Software shall be provided with two options – Streamlined Logic Pro and Streamlined Logic Enterprise.
4. Clients will select from Streamlined Logic service offerings during the enrollment process and receive a custom quote for licensing fees.
5. Streamlined Logic service offerings include but are not limited to Job and document management, parts and assembly management, estimating, procurement, project management and field operations support, and technical consultants to assist client in onboarding and custom requirements.
6. Streamlined Logic Pro subscription customers:
 - a. Will be charged licensing fees for the Streamlined Logic system depending on which options they selected during enrollment.
 - b. Will be provided with access to their hosted instance of the Streamlined Logic databases
 - i. Content shall be defined as any data specific to the clients business and recorded into the Streamlined Logic client database instance.
 - ii. Contacts shall be defined as any business or other contacts recorded in the Streamlined Logic client database instance.
 - c. Contacts:
 - i. Client will have access to those “exclusive” Contacts entered directly by Client staff.
 - ii. Exclusive contact data shall be deemed to be the property of Client only unless said data originated from a public source.
 - iii. Customer communication data recorded with contacts shall be deemed the exclusive property of Client.
 - d. Content:
 - i. Client may elect during enrollment to have access to “shared” Content from the master Streamlined Logic content database.
 - ii. Client may elect during enrollment to only have access to “exclusive” Content entered directly by Client staff.
 - iii. Shared content data, including product details, imagery, and html code are deemed the property of both ZFT and Client.
 - iv. Exclusive content data shall be deemed to be the property of Client only unless said data originated from a public source.



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7. Streamlined Logic Enterprise subscription customers:
 - a. Will be charged varying subscription fees depending on their selected preference to have their own Streamlined Logic installation hosted on the Streamlined Logic server (“enterprise hosted”) or to have the system hosted on Client host of choice (“enterprise in-house”).
 - b. Enterprise customers shall be deemed to have exclusive ownership rights with respect to all Contact and Content data held within their Streamlined Logic database installation.
8. Both Streamlined Logic Enterprise and Pro customers:
 - a. Custom software:
 - i. Custom software designed for Client on an hourly or fixed price fee basis are deemed to be the property of both ZFT and Client unless otherwise specified in written agreement between ZFT and Client. iii. ZFT shall retain exclusive ownership of all software and website code provided to Client on a subscription fee basis.
 - b. Streamlined Logic system:
 - i. Client will pay a subscription fee for access to and use of the Streamlined Logic system.
 - ii. ZFT shall retain exclusive ownership rights to the Streamlined Logic software including but not limited to all source code, software libraries, database code, user interface code and designs relating to the system and to the Streamlined Logic.com website itself.
9. Client agrees that under the terms of this Agreement Client will have access to proprietary information belonging to ZFT, including the names and contact information of persons highly skilled in doing the type of work required by Client; names and information about ZFT clients, and other valuable information. Client agrees that it will not hire or make an offer to hire any ZFT personnel during the term of any assignment of ZFT personnel to Client and for a period ending 12 months thereafter.
10. Custom programs and features created for Client by ZFT will be defined with a written feature definition and signed off or approved via email by Client prior to deployment. New system features will be QA tested and signed off or approved via email by Client prior to deployment to the production environment. Client accepts responsibility for testing and quality assurance of software created, for training staff in the correct software usage, and for auditing data to verify accuracy.
11. Fees and Payment:
 - a. ZFT shall provide products and services to Client and charge for these services as an Hourly, Fixed Price, or Subscription fee, to be defined and agreed to by Client with an authorizing signature on ZFTs engagement letter.
 - b. Engagement letters will be provided to Client for signature and approval prior to services being provided.
 - c. Fees will be charged in accordance with the services and terms defined on the ZFT engagement letter and will be payable with fifteen (15) days of submission.



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12. Termination:

- a. Either party (Client or ZFT) may terminate this agreement with 30 days written notice.
- b. ZFT will provide Client with all exclusive client owned data and code as defined in the above clauses in case of termination.
- c. ZFT will also provide Client with shared contact data.
- d. Contact and Content data provided to client shall be in form of Excel Spreadsheets.
- e. ZFT shall also provide client with all HTML structures for all pages on client website.
- f. ZFT will not provide Client with any source code relating to the CMS, the Streamlined Logic SQL database, or the website Visual Basic display layer, all of which remains exclusive property of ZFT.
- g. ZFT may terminate this Agreement or any assignment at any time in the event that Client becomes insolvent or fails to pay in accordance with the terms of payment stated herein.

13. Indemnification:

- a. Of Client by ZFT. At all times after the effective date of this agreement, the ZFT shall indemnify the Client and its sub-contractors, officers, members, managers, employees, owners, sub-licensees, affiliates, subsidiaries, successors, and assigns (collectively, the "Client Indemnitees") from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the "Claims") that any Client Indemnitee may incur and that arise from:
 - i. ZFT's gross negligence or willful misconduct arising from the contractor's carrying out of his, her, its obligations under this agreement;
 - ii. ZFT's breach of any of his, her, its obligations or representations under this agreement; or
- b. Of ZFT by Client. At all times after the effective date of this agreement, the Client shall indemnify the contractor and its officers, members, managers, employees, agents, ZFTs, sub-licensees, affiliates, subsidiaries, successors, and assigns (collectively, the "ZFT Indemnitees") from all Claims that the ZFT Indemnitees may incur arising from:
 - i. Client's operation of its business;
 - ii. Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or
 - iii. Client's breach of any of its obligations or representations under this agreement. However, the Client is not obligated to indemnify the ZFT if any of these Claims result from the ZFT's own actions or inactions.

14. Force Majeure:

- a. A party will be not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:
 - i. notify the other party of the Force Majeure Event and its impact on performance under this agreement; and



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- ii. use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

15. Governing Law:

- a. Choice of Law. The laws of the state of Texas govern this agreement (without giving effect to its conflicts of law principles).
- b. Choice of Forum. Both parties consent to the personal jurisdiction of the state and federal courts in Dallas, Texas.
- c. Attorneys' Fees. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees.

16. Amendments:

- a. No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.