

IQ Tech Pros
Master Sales Agreement

IQ Tech Pros (“ITP”), located at 1616 S. Voss Rd, Suite 350, Houston, TX, 77057, USA, and [Channel Partner Name] (“PARTNER”) agree that the following terms and conditions (this “Agreement”) shall govern the procurement of ITP Solution Services.

1.1 TERM

This Agreement is effective on the date of signing specified in the signature block (“Date”) and continues for an initial term of one (1) year. Thereafter, it shall automatically be renewed for additional terms of one (1) year unless notice of termination is provided to the other party no less than thirty (30) days prior to the expiration of each term. Except for a termination due to breach by PARTNER, any expiration and/or termination shall not alter the rights, duties and obligations of the parties, or the discounts granted, for any orders accepted by ITP under this Agreement prior to the date of expiration or termination.

1.2 OBLIGATIONS OF ITP

ITP shall:

- 1.2.1 Provide professional services on a time and materials basis that PARTNER may sub-contract for in order to meet the requirements of PARTNER clients as specified in individual Statement of Work (“SOW”).

1.3 OBLIGATIONS OF PARTNER

PARTNER shall:

- 1.3.1 Pass to ITP details of any complaints received from customers relating to Solution Services;
- 1.3.2 Notify ITP immediately of any litigation involving Solution Services;
- 1.3.3 Indemnify ITP and hold it harmless from and against any and all claims, liabilities, losses, damages, or expenses, including reasonable attorneys fees, resulting from or caused by the negligent or intentional misconduct of PARTNER or unauthorized representations; and maintain insurance therefore in such amounts and with such insurer as ITP may reasonably require

1.4 PRICES

Price of Solution Services or Staff Augmentation resources provided to PARTNER shall be as specified in the applicable ITP Statement of Work (“SOW”) prevailing at the time ITP accepts an SOW, or upon an authorized written quotation in force at the time ITP accepts the applicable SOW.

1.5 PARTNER SALES LIMITATIONS

- 1.5.1 If limitations exist to PARTNER’s right to sell Staffing and Solution Services the limitations will be specified in Addendum A.
- 1.5.2 PARTNER hereby certifies that the Solution and Staffing Services purchased under this Agreement are to be sold by PARTNER only to end users, (i.e., two tier distribution is specifically not allowed under the

terms of ITP's Master Sales Agreement unless specifically approved in writing by ITP) in the regular course of PARTNER's business.

1.6 Non-Solicitation of Personnel

1.6.1 During the term of this agreement and for a period on one year after it's termination:

PARTNER agrees that it will not hire or solicit for hire any of ITP's technical services personnel who were introduced through the ITP pursuant to the Agreement or any other ITP personnel about whom the PARTNER received information or to whom it was introduced as the direct result of any services performed pursuant to the Agreement without prior agreement with the ITP and as provided for in clause 1.8.2. In the case this agreement is breached, PARTNER is obliged to pay \$50,000 & upwards (determined by ITP) for the damages caused.

1.6.2 During the term of this agreement and for a period on one year after it's termination:

ITP agrees that it will not hire or solicit for hire any of PARTNER's technical services personnel who were introduced through the PARTNER pursuant to the Agreement or any other PARTNER personnel about whom ITP received information or to whom it was introduced as the direct result of any services performed pursuant to the Agreement without prior agreement with the PARTNER. In the case this agreement is breached, ITP is obliged to pay \$50,000 & upwards (determined by PARTNER) for the damages caused.

1.6.3 PARTNER agrees that if PARTNER's client hires any of ITP's technical services personnel who were introduced through the PARTNER pursuant to the Agreement or any other ITP personnel about whom the PARTNER'S client received information or to whom it was introduced as the direct result of any services performed pursuant to the Agreement, the PARTNER agrees to charge their client a fee of 25% of the candidate's base salary for one (1) year of service and pay this amount to ITP.

1.7 TERMINATION

Notwithstanding Section 1.2, either party shall have the right to terminate this Agreement and/or any orders hereunder if (1) the other party assigns this Agreement or any of its rights hereunder except to a party which acquires all or substantially all of the business of such party in a merger, sale, assets or otherwise, (2) a receiver or similar officer is appointed for the other party or for a substantial part of the other party's property and/or (3) either party neglects or fails to perform or observe, i.e., breaches, any of its obligations to the other party, and such condition is not remedied within thirty (30) business days after written notice thereof has been given to the other party.

1.8 DOCUMENTATION

Except for those documents designated by ITP in writing as containing confidential information or those documents provided by a third party supplier, ITP grants PARTNER a license to copy, modify, or both the documentation relating to Solution Services furnished to PARTNER pursuant to this Agreement, provided that (1) any copyright notice appearing in the original documentation provided by ITP is reproduced on all such copies (2) no such documentation as so modified shall contain a representation or warranty concerning the quality, performance or other characteristics of any Solution Services other than those which are consistent in all respects with, and do not expand the scope of, the representations made by ITP in the documentation provided by ITP, (3) PARTNER shall indemnify ITP and hold ITP harmless from and against all claims, damages and expenses, including attorney's fees resulting from any such modification by PARTNER, (4) PARTNER shall not distribute any such modified documentation unless and until the modification is approved in writing by ITP, which approval shall not be unreasonably withheld by ITP, (5) any such modification and modified documentation shall be the exclusive property of ITP subject to PARTNER's license to copy and distribute the modified documentation in accordance with these terms and (6) PARTNER shall include on all copies of such modified documentation any copyright notice appearing in the original documentation provided by ITP unless otherwise instructed in writing by ITP.

For the purpose of Section 1.11, modification shall include translation(s) from that which is supplied by ITP to PARTNER to another language. Any translations of such material, or other adaptations thereof to increase its effectiveness, shall be the responsibility and at the cost of, PARTNER; ITP shall have the right of prior approval of such materials, which shall not be unreasonably withheld, prior to its dissemination to third parties.

1.9 TRADEMARKS, INTELLECTUAL PROPERTY AND SOFTWARE

- 1.9.1 PARTNER acknowledges ITP’s exclusive ownership of the “ITP” or other trademarks or registered trademarks that ITP may identify from time to time (the “Marks”), shall prominently display them (and indicate that ITP is the owner of the trademark) in accordance with such reasonable instructions as it may receive from time to time from ITP, shall use them as may be necessary in the solicitation of orders for Services under and during the term of the Agreement and shall do nothing at any time, during or after the term of this Agreement, which could adversely affect their validity or enforceability. All use of the Marks shall inure to the benefit of ITP. Further, PARTNER agrees not to apply to register the Marks or any words or combination of words that would be confusingly similar to the Marks anywhere in the world. Promptly following the expiration or termination for any reason of the term of this Agreement, PARTNER shall discontinue use of the Marks and remove, or dispose of, as ITP may direct, any signs or any other indications relating PARTNER to the sale of Services.
- 1.9.2 PARTNER agrees not to use or disclose during or after the term of this Agreement any confidential ITP Property (as hereinafter defined) in any manner except as expressly authorized by ITP in writing. PARTNER acknowledges that all ITP Property is the exclusive property of ITP and agrees to discontinue all use of ITP Property immediately from and after the expiration or termination for any reason of this Agreement. PARTNER agrees that its right to use ITP Property is limited solely to the use thereof in advertising, promotion, and after sales of Services pursuant to this Agreement. PARTNER shall advise all its employees, officers, directors, agents and sales representatives that ITP Property marked as confidential or reasonably discernable as confidential is confidential and proprietary to ITP and that such persons shall not use or disclose ITP Property in any manner except as required in connection with advertising and promotion of Services pursuant to this Agreement. “ITP Property” includes all proprietary inventions, processes, product design(s), drawing and schematics of product design(s), methods of doing business, and other data and information, whether patented or not, heretofore or hereafter developed or acquired by ITP in the course of the design, manufacture, marketing, or sale of otherwise relating to the Services.
- 1.9.3 ITP agrees not to use or disclose during or after the term of this Agreement any confidential PARTNER Property (as hereinafter defined) in any manner except as expressly authorized by PARTNER in writing. ITP acknowledges that all PARTNER Property is the exclusive property of PARTNER and agrees to discontinue all use of PARTNER Property immediately from and after the expiration or termination for any reason of this Agreement. ITP agrees that its right to use PARTNER Property is limited solely to the use thereof in advertising, promotion, and after sales of Services pursuant to this Agreement. ITP shall advise all its employees, officers, directors, agents and sales representatives that PARTNER Property marked as confidential or reasonably discernable as confidential is confidential and proprietary to PARTNER and that such persons shall not use or disclose PARTNER Property in any manner except as required in connection with advertising and promotion of Services pursuant to this Agreement. “PARTNER Property” includes all proprietary inventions, processes, product design(s), drawing and schematics of product design(s), methods of doing business, and other data and information, whether patented or not, heretofore or hereafter developed or acquired by PARTNER in the course of the design, manufacture, marketing, or sale of otherwise relating to the Services.
- 1.9.4 PARTNER may permit use of the IQ Tech Pros Interactive (ITP proprietary search consultant search tool) by end users only pursuant to ITP’s written agreement. PARTNER shall not, and shall not permit others to (i) copy, modify or create any derivative work of the IQ Tech Pros Interactive, or (ii) reverse assemble, decompile, reserve engineer or otherwise attempt to derive the source code (or the underlying ideas, structure, sequence, organization or algorithms) from the IQ Tech Pros Interactive. Except for the limited licenses referenced herein, ITP retains all rights and interest in and to the IQ Tech Pros Interactive, including without limitation all intellectual property and proprietary rights anywhere in the world.

- 1.9.5 Partner grants ITP a non-exclusive, non-transferable, royalty-free license to publish PARTNER name, logo, and other trademarks and trade names for the promotion of the IQ Tech Pros network anywhere in the world, both in print and online.

1.10 TERMS OF SALE

- 1.10.1 The payment terms are net thirty (30) days from date of invoice subject to the PARTNER’s maintaining credit satisfactory to ITP. Otherwise, terms shall be cash on placement of order; cash on delivery, or cash against documents, whichever is appropriate. Special payment terms may be extended to PARTNER by ITP on a discretionary basis for individual projects completed pursuant to the Agreement. In this event, payment terms must be agreed upon by ITP and PARTNER in writing prior to signing of the Statement of Work (SOW), otherwise standard payment terms from Agreement will apply.
- 1.10.2 Should ITP not receive payment of an invoice within forty-five (45) days from date of invoice, PARTNER shall pay ITP an additional one (1) percent per month, beginning forty-six (46) days from date of invoice.

1.11 NOTICES

All notices between the parties hereunder shall be in writing (by mail, facsimile or other electronic means of written communication, postage or transmission cost prepaid) and shall be addressed to the parties at the addresses set forth below. Notices shall be deemed to have been given upon the date stated in the return receipt of a confirming letter, or upon the date of a telex, telecopy, or other electronic means of communication, whichever is sooner.

All notices shall be addressed to:

ITP: IQ Tech Pros, Inc.
1616 S. Voss Rd.
Ste. 350
Houston, TX 77057
U.S.A.
Attn: Finance

PARTNER:

Facsimile: _____

or such other person or place as either party may from time to time designate by notice hereunder.

1.12 EXCLUSIVE JURISDICTION AND LAW

This Agreement shall be governed by the laws of the State of Texas, without regard to its conflicts of laws. Exclusive jurisdiction and venue over any claim, demand, dispute, action or suit arising out of this Agreement shall be in the United States District Court for the District of Texas or any other court of appropriate subject matter jurisdiction located in the State of Texas, USA, and ITP and PARTNER by this Agreement expressly subject themselves to the personal jurisdiction of said court for the resolution of any such claim, demand, dispute, action or suit.

1.13 ITP PROPERTY

Documentation, schematics, maintenance, tools, test equipment, software (including diagnostic software) and associated media used by ITP personnel at an installation site shall remain the exclusive property of ITP and shall be for ITP's sole use.

1.14 LIMITATION OF LIABILITY

ITP SHALL NOT BE LIABLE IN ANY EVENT FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, PROFITS OR USE OF SERVICES OR FOR ANY INCIDENTAL, CONSEQUENTIAL INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITIES OF SUCH DAMAGE.

In no event shall the liability of ITP exceed the actual amount paid by PARTNER to ITP for Solution Services delivered hereunder. The limitation of ITP's liability shall apply regardless of the form of action, whether in contract or tort, including negligence. Any action against ITP must be brought within six months after the cause of action occurs.

1.15 SUBSTITUTIONS AND MODIFICATIONS

ITP shall have the right, at any time and from time to time, to make substitutions and modification to the specifications of Services.

1.16 FORCE MAJEURE

Except for payment obligations due hereunder, the obligations of the parties hereunder shall be suspended by the occurrence of any event beyond the reasonable control of the parties due to acts of God, war, mobilization, riot, sabotage, fire, explosion, flood, casualty, power failure, inability to obtain suitable and sufficient labor or materials, or law or regulation restricting performance.

1.17 MISCELLANEOUS

- 1.17.1 This Agreement shall not constitute PARTNER as an employee, agent, partner or legal representative of ITP for any purpose. PARTNER shall have no authority to act for or obligate ITP in any way, or bind, ITP, but shall act as an independent contractor.
- 1.17.2 PARTNER agrees to discharge and hold ITP harmless on account of any taxes or governmental charges of any governmental jurisdiction which may be imposed with respect to the execution and delivery of this Agreement, any transactions hereunder or any income earned or payments received by PARTNER hereunder.
- 1.17.3 Upon expiration or termination for any reason of the term of this Agreement, PARTNER shall not be entitled to compensation for goodwill which may have accrued to marketing the Solution Services, ITP shall not be liable or obligated to PARTNER with respects to any payments, future profits, exemplary, special or consequential damages, indemnifications or other compensations regarding such expiration or termination, irrespective of whether such obligations or liabilities may be contemplated in the law of any jurisdiction, and PARTNER hereby waives any rights, pursuant to law or otherwise, to any such payments, indemnifications or compensation, and ITP may make such other arrangements for marketing the Solution Services as it may deem expedient.
- 1.17.4 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and this Agreement shall continue in full force and effect as if such invalid, illegal, or unenforceable provisions had never been a part of the Agreement. In addition, the invalid, illegal, or unenforceable provisions shall be automatically amended so as to best accomplish the objectives of the invalid, illegal, or unenforceable provisions within the limits of applicable law.
- 1.17.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior proposals, negotiations and communications, oral or written between the

parties with respect to its subject matter; and no deviation from these terms and conditions shall be binding unless in writing and signed by the party against whom same is sought to be enforced. Such modifications are only valid in the case of ITP by the CEO or the CFO. **The terms and conditions of this Agreement shall prevail notwithstanding any other terms and conditions on any order submitted by PARTNER.**

1.17.6 This Agreement may not be assigned or otherwise transferred by PARTNER without the prior written consent of ITP. Any act in derogation of this provision shall be void.

PARTNER: _____

IQ Tech Pros, Inc.

By: _____
Signature

By: _____
Signature

Typed or Printed

Typed or Printed

Title: _____

Title: _____

Date: _____

Date: _____