

**NOVASYS  
MASTER SERVICES AGREEMENT**

This Master Services Agreement (this “**Agreement**”) is entered into as of the latest date entered on the signature page hereto, (the “**Effective Date**”), by and between NOVASYS LLC, a limited liability company formed under the laws of Washington state (“**Novasys**”), and \_\_\_\_\_ (“**Client**”).

RECITALS

Novasys is in the business of creating three dimensional renderings, floor plans, layouts, and other graphical displays based on the plans or drawings of its clients; and

Client desires that Novasys produce and deliver renderings, plans, layouts, or such other product specified in *Schedule A* attached to this Agreement, which Schedule may be updated to include additional Work as requested by the Client over time, pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Services. Novasys shall perform the services for Client described on *Schedule A* attached hereto, and deliver an electronic file containing a three dimensional rendering, floor plan, layout, plan, design, drawing, cost estimation, or other work as agreed by the parties in *Schedule A*, in accordance with the terms and conditions of this Agreement (the “**Work**”). Upon request by Client and agreement by Novasys, additional Work may be added to *Schedule A*, which additions to *Schedule A* shall describe the Work and specify the price of such additional Work. Novasys may also commence additional Work as requested by Client based on a price quote, proposal, or email, which Work shall be deemed a part of this Agreement and payment for such Work shall be Due Novasys pursuant to the payment terms of this Agreement. Novasys may, at its sole discretion, engage third party contractors as needed and to the extent necessary to produce the Work or portions thereof.

2. Terms of Payment. Client agrees to pay Novasys the dollar amounts specified *Schedule A*, as updated if applicable, upon receipt of invoice from Novasys and, if Novasys performs additional Work requested by Client based on a quote, proposal, or email correspondence, the price for such additional Work as indicated in such communication. In the event no price is identified for additional Work, Client agrees to pay Novasys such dollar amount as is typical for Work of that type based on Novasys’ standard pricing mechanisms. All amounts due Novasys for Work performed under this Agreement, the “**Payment Amount**”. Notwithstanding anything to the contrary contained in this Agreement or otherwise, Novasys shall retain sole and exclusive title and ownership to all Work until payment in-full of the Payment Amount or Early Termination Amount, as applicable, is received from Client.

3. Commencement of Work; Delivery Schedule. Novasys shall commence the Work after receipt from Client of (i) copies of plans, drawings, and all other information necessary for Novasys to create the Work and (ii) the Initial Payment. Novasys shall use its commercially reasonable efforts to complete all Work in accordance with the delivery schedule or date specified in *Schedule A*, however, completion by such date is not guaranteed.

4. Ownership of Work. Subject to the terms of Section 2 and Section 5, the Work has been ordered and commissioned by Client and shall be the property of Client upon its delivery from Novasys.

5. License to Work; Permission to use Client Name and Disclose Work. Client hereby grants Novasys a perpetual, nonexclusive, worldwide, royalty-free, fully-paid, irrevocable, transferable license to use, reproduce, and publicly display all Work in connection with Novasys’ sales and marketing efforts, such use, reproduction, and public display to be at the sole discretion of Novasys. Client also hereby expressly grants Novasys permission to use Client’s name and disclose that Novasys has performed Work for Client in connection with Novasys’ marketing efforts (“**Permission**”); such Permission may be revoked by Client at any time and for any reason upon Client delivering to Novasys a writing signed by an authorized representative of

Client revoking such Permission. Any revocation of Permission shall apply on a going-forward basis, and shall not require Novasys to update any previously prepared marketing materials. Novasys and Client hereby covenant, warrant and represent that both parties will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from Client or from Novasys with respect to all trade secrets, proprietary matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever.

6. Client Retains Ownership of Client Materials. Novasys does not claim ownership of any drawings, plans, or other written information provided to Novasys in connection with Novasys commencing the Work. Novasys will endeavor to return all such materials to Client upon completion of the Work if requested by Client, but return of such materials cannot be guaranteed.

7. Treatment of Marks. Any graphics, logos, service marks, and trade names, including third-party names, product names, and brand names (collectively, “**Marks**”) included in the Work are the trademarks of Novasys or the applicable third parties. Client is prohibited from using any Marks without the prior written permission of Novasys or the applicable third party.

8. Term; Termination of Agreement. Unless otherwise terminated pursuant to this Section 8, this Agreement shall commence on the Effective Date and continue until terminated by either Client or Novasys. Either of the parties to this Agreement may, at any time and for any reason, terminate this agreement by providing written notice to the other of their desire to terminate pursuant to Section 14, such termination to be effective 5 business days after receipt by the other party and payment in-full of all amounts due hereunder (the “**Early Termination Date**”).

Upon such Early Termination Date by Client, Novasys shall determine the amount due Novasys from Client based upon the Work performed as of such Early Termination Date (less the amount of the Initial Payment already received by Novasys) and deliver a bill for services rendered (the amount of such bill, the “**Early Termination Amount**”). Client hereby acknowledges and agrees that regardless of the Early Termination Date and amount of Work performed as of such Early Termination Date, Client

shall not be entitled to return of any portion of the Initial Payment, which shall have been fully earned by Novasys upon its delivery from Client. Upon payment of the Early Termination Amount, Novasys will deliver any Work completed as of the Early Termination Date to Client.

Upon such early termination by Novasys, unless termination is in connection with a force majeure pursuant to Section 13, Novasys shall deliver to Client all Work performed as of such Termination Date and payment equal to the amount of the Initial Payment.

Notwithstanding the foregoing, the terms of Sections 4 through 21 of this Agreement shall survive any expiration or termination of this Agreement.

9. Indemnification. Client shall indemnify, defend and hold Novasys (and its current and former affiliates, contractors, successors, assigns, officers, directors, managers, members, agents, employees, and other professionals) harmless from and against any action, claim, cause of action, suit, proceeding or demand of any third party (and all resulting damages, expenses (including, without limitation, reasonable attorneys’ fees and expenses), judgments, bona fide settlements, penalties, liabilities, costs, or other losses) arising out of or related to: (a) Client’s use of the Work; and (b) claims of infringement of any intellectual property owned by Client or a third party related to performance of the Work. Novasys shall promptly notify Client in writing, in reasonable detail, of all matters which may give rise to the right to indemnification hereunder. Neither Novasys nor Client shall admit any liability with respect to, or settle, compromise, or discharge any matter covered by this Section 9 without the prior written consent of the other. Novasys shall have the right to defend through counsel of its own choosing, at its own expense subject to reimbursement by Client, any action which may be brought by a third party applicable to these indemnification provisions, provided, however, that Client shall have the right to have its counsel participate in such defense at its own expense.

10. DISCLAIMER OF WARRANTIES. ALL WORK PROVIDED BY NOVASYNS HEREUNDER IS PROVIDED “AS IS” AND NOVASYNS DISCLAIMS ON BEHALF OF ITSELF AND ITS CONTRACTORS AND AFFILIATES ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS.

11. LIMITATION OF DAMAGES. IN NO EVENT WILL NOVASYS (OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OTHER PERSONNEL, CONTRACTORS OR AFFILIATES) BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOSS OF USE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK, EVEN IF ANY REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, AND EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Dispute Resolution. The parties shall follow these dispute resolution processes in connection with all disputes, controversies or claims, whether based in law or equity or any other legal theory (collectively “**Disputes**”), except as otherwise noted, arising out or relating to this Agreement or the breach or alleged breach hereof.

The parties will attempt to settle all Disputes through good faith negotiations. If those attempts fail to resolve the Dispute within thirty (30) days of the date of initial demand for negotiation, then the parties shall try in good faith to settle the Dispute by mediation conducted in Seattle, Washington under the Commercial Mediation Rules of the American Arbitration Association (“AAA”), unless otherwise agreed by the parties in writing. Each party shall bear its own expenses; the parties shall equally share the filing and other administrative fees of the AAA and the expenses of the mediator.

Any Disputes not finally resolved at the mediation level shall be settled by binding arbitration conducted in accordance with the then current Commercial Arbitration Rules of the AAA by one neutral arbitrator, by arbitration conducted in Seattle, Washington. The arbitrator shall not have the power to award damages in excess of actual damages, and any awards for damages shall be in accordance with

the terms and limitations of this Agreement. Any decision shall be in accordance with the law and the evidence of record, and shall be promptly rendered in writing.

Disputes relating to either infringement, unauthorized use or misuse of a party's Marks, or other intellectual property, a violation of which would cause that party irreparable harm for which damages would be inadequate, shall be exempt from the dispute resolution processes described in this Section to the extent necessary to seek preliminary injunctive or other judicial relief in a court of competent jurisdiction.

13. Force Majeure. Neither party shall be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this Agreement (other than the obligation of payment) is delayed or prevented by wars, acts of enemies, national emergencies, embargoes, strikes, work stoppage, floods, fires, acts of nature, failure of suppliers, changes in law or government order of general applicability or by any other cause not within the control of the party whose performance is interfered with which, by the exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes enumerated above or not.

14. Notices. Any notice or other communication to Client required or permitted under this Agreement shall be in writing, shall be delivered to the Client at its address specified below its signature at the end of this Agreement, and shall be effective (a) upon receipt if delivered in person or by express courier; (b) upon machine confirmation of transmission if delivered by facsimile; (c) within 10 days of mailing if deposited with the applicable national mail system, postage prepaid and certified or registered; or (d) upon confirmation by email, telephone, or otherwise that a notice sent by email has been received. Client may from time to time change such address by giving Novasys notice of such change in accordance with this paragraph.

15. Assignment. Client shall not assign any of its rights hereunder or all or any part of this Agreement, directly, by operation of law or otherwise, without the prior written consent of Novasys. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

16. Unenforceable Provisions. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were replaced with a valid and enforceable provision as similar as possible to the original provision's meaning.

17. Nonwaiver. Any failure by either party to insist upon or enforce performance by the other party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not be construed as a waiver or relinquishment to any extent of the first party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather the same shall be and remain in full force and effect.

18. Amendments. No provision of this Agreement may be modified, waived, terminated or amended except as may be agreed upon by the parties in writing.

19. Applicable Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, U.S.A.

20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be binding upon the parties.

21. Entire Agreement. This Agreement including the schedule attached hereto, and any additional proposals, quotes, and email correspondence, constitutes the entire agreement between Novasys and Client with regard to the subject matter hereof, and supersedes any and all prior agreements, oral or written. Neither party shall be bound by any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) unless specifically agreed to in a signed written instrument by the parties.

*[end of agreement - signature page follows]*

Contract Number: \_\_\_\_\_

**NOVASYS AGREEMENT FOR SERVICES - SIGNATURE PAGE**

Each of Novasys and Client has caused their duly authorized representatives to execute this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

**NOVASYS:**

**CLIENT:**

NOVASYS LLC

\_\_\_\_\_

\_\_\_\_\_  
By:

Its:

Date: \_\_\_\_\_

\_\_\_\_\_  
By:

Its:

Date: \_\_\_\_\_



Contract Number: \_\_\_\_\_

**SCHEDULE A**  
**STATEMENT OF WORK**