



MASTER SERVICES AGREEMENT **BETWEEN [COMPANY NAME] AND Cyber Watch Systems LLC**

This AGREEMENT is made effective as of this ____ day of , 202__ between Cyber Watch Systems, LLC, a Texas limited liability company with offices at 5717 Legacy Drive Suite 250, Plano, TX 75024 (hereinafter referred to as "CWS" or "Cyber Watch Systems"), and Customer The City of Dalton, Georgia, a municipal corporation, with principal place of doing business at 300 W Waugh St, Dalton, GA 30720 (hereinafter referred to as the "Customer").

1. PURPOSE

This Agreement sets forth terms and conditions under which Cyber Watch Systems agrees to provide and Customer agrees to accept and pay for services as specified below.

2. NATURE AND SCOPE OF SERVICES TO BE PROVIDED BY CYBER WATCH SYSTEMS:

- (a) Cyber Watch Systems will deliver the services specified in the Statement(s) of Work to be attached hereto as appendices, as may be amended, supplemented or replaced from time to time by the written consent or agreement of the parties.
- (b) . All services ordered by Customer will be specified on a Statement of Work, the terms and conditions of which will expressly be incorporated and made a part of this Agreement, that will define the scope of the work or service, the charges, the terms and conditions of payment, and any other elements of agreement between the parties. In the event of any conflict or inconsistency between the terms of this Agreement and a Statement of Work, the terms of this Agreement will control solely for the conflicting issue. Customer and Cyber Watch Systems shall each sign and retain a copy of each Statement of Work.

3. CONFIDENTIAL INFORMATION

During the course of performing hereunder, Customer may obtain from Cyber Watch Systems certain information, which is of a confidential or proprietary nature. Customer shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Customer apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Customer, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall disclose to any third party any such confidential information without Cyber Watch Systems' prior written approval. At the request of Cyber Watch Systems, Customer shall return confidential information.

During the course of performing hereunder, Cyber Watch Systems may obtain from Customer certain information, which is of a confidential or proprietary nature. Cyber Watch Systems shall treat such information as confidential, shall treat such information in the same manner it treats its own confidential information, but in no event shall Cyber Watch Systems apply security measures that are less protective to such information than the prevailing industry standards, and shall only disclose such information to those personnel who have a demonstrable need to have access to such information and are subject to written confidentiality requirements as stringent as those set forth herein. Neither Cyber Watch Systems, its parents, subsidiaries or affiliates, nor their officers, employees, directors or advisors shall use (other than in the course of properly performing this contract), nor disclose to any third party, any such confidential information without Customer's prior written approval. At the request of Customer,



Cyber Watch Systems shall return confidential information.

4. PROPRIETARY RIGHTS

- (a) All right, title, and interest in and to the programs, systems, data, materials, know-how, concepts, templates, methodologies, and software owned, developed or licensed by Cyber Watch Systems prior to the execution of this Agreement and used by Cyber Watch Systems in the performance of this Agreement (the “CWS IP”) shall remain the exclusive property of Cyber Watch Systems, unless otherwise agreed in writing between the parties.
- (b) When payment in full for all services rendered hereunder has been made by Customer, Cyber Watch Systems agrees that Customer shall have a non-exclusive license in and to any work product, patents, inventions or copyrightable material developed by Cyber Watch Systems (“Work Product”) under this Agreement. In addition, upon payment in full, Cyber Watch Systems hereby grants to Customer a non-exclusive, non—transferable, royalty-free right to use and perform the CWS IP solely in connection with the Work Product Customer.

5. DELIVERY AND ACCEPTANCE

- (a) Where work is being done on fixed price basis, the delivery and acceptance of materials will be as specified and agreed upon in a Statement of Work.
- (b) Where work is being done on a time and materials basis, Cyber Watch Systems will provide orderly and complete delivery of all materials provided to them by Customer and programs and documentation developed by them during the course of such time and materials assignment which will complete Cyber Watch Systems’ responsibility for delivery and acceptance of time and materials-based projects.

6. WARRANTY

- (a) Cyber Watch Systems represents and warrants that the Work Product and other services to be provided under the terms of this Agreement shall be in accordance with the standards agreed upon in the Statement of Work and will perform as described in the applicable Statement of Work, on a commercially reasonable best efforts basis.
- (b) Cyber Watch Systems represents and warrants that (i) it has full and sufficient right to grant the ownership rights set forth in this Agreement, and (ii) the Work Product will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of a third party.
- (c) THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 6 ARE IN LIEU OF, AND CYBER WATCH SYSTEMS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Cyber Watch Systems does not warrant hardware, software or services manufactured, developed, or provided by third parties.

7. LIMITATION OF LIABILITY

- (B) IN NO EVENT SHALL CYBER WATCH SYSTEMS’ TOTAL LIABILITY UNDER THIS CONTRACT FOR DAMAGES, HOWEVER CHARACTERIZED, EXCEED THE PRICES PAID BY CUSTOMER FOR SERVICES PERFORMED DURING THE



TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO SUCH DATE OF LOSS.

8. INDEMNITY

CWS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ITS AFFILIATES, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE "CUSTOMER INDEMNIFIED PARTIES" AND INDIVIDUALLY A "CUSTOMER INDEMNIFIED PARTY") FROM AND AGAINST ANY CLAIM, LOSS, SUIT, ACTION, CAUSE OF ACTION, EXPENSE, FINE, PENALTY, COST, DAMAGE, INJURY OR ANY LIABILITY WHATSOEVER (INDIVIDUALLY AND COLLECTIVELY, "LIABILITIES") ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY ANY CUSTOMER INDEMNIFIED PARTY, ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO: (I) ANY BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT BY CWS MADE PURSUANT TO THIS AGREEMENT; (II) INFRINGEMENT OF THE WORK PRODUCT OF THE RIGHTS OF ANY THIRD PARTY; OR (III) ANY GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES OF CWS OR ANY OF ITS CONTRACTOR, EMPLOYEES OR AGENTS, INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

SIMILARLY, CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CWS AND EACH OF ITS CUSTOMERS, OFFICERS, MANAGERS, OWNERS OR AGENTS (THE "CWS INDEMNIFIED PARTIES" AND INDIVIDUALLY A "CUSTOMER INDEMNIFIED PARTY") FROM AND AGAINST ANY LIABILITIES WHATSOEVER ASSERTED AGAINST, RESULTING TO, IMPOSED UPON OR INCURRED BY ANY CWS INDEMNIFIED PARTY, SOLEY ARISING OUT OF, INCIDENT TO OR RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE CUSTOMER'S OR ANY OF ITS CONTRACTORS', EMPLOYEES', OR AGENTS': (I) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT MADE PURSUANT TO THIS AGREEMENT; OR (II) GROSSLY NEGLIGENT OR FRAUDULANT ACTS, ACTIONS, OMISSIONS OR ACTIVITIES INCLUDING, WITHOUT LIMITATION, ANY LIABILITIES ARISING OUT OF OR RESULTING FROM THE (A) INJURY TO OR DEATH OF ANY PERSON; OR (B) DAMAGE TO, LOSS OR DESTRUCTION OF ANY PROPERTY.

9. NON-SOLICITATION OF EMPLOYEES

Cyber Watch Systems and Customer agree that for the term of this Agreement and for a period of one (1) year after its termination, Cyber Watch Systems and Customer will not recruit or hire or assist any third party to recruit or hire any employees of the other party who is or shall have been an employee, agent of or consultant to Cyber Watch Systems or Customer at any time during the term of this Agreement.

This provision shall not restrict general advertisements of employment or the rights of any employee of one party, on that employee's own initiative, or in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

For the purpose of this Section 9 only, the terms "Cyber Watch Systems" and Customer" respectively



shall include such parties together with all other entities controlling, controlled by or under common control of such parties including but not limited to any agents or representatives thereof.

10. BILLING AND PAYMENT OF INVOICES

- (a) When billing is to be on a fixed price basis, Cyber Watch Systems shall provide invoices pursuant to the schedule specified in the Statement of Work. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the invoice.
- (b) When work is to be on a time and materials basis, Cyber Watch Systems shall keep records of time spent in providing the services. Cyber Watch Systems shall prepare invoices for the services performed by Cyber Watch Systems personnel. Invoices shall be emailed to Customer and shall be due and payable in accordance with the payment terms specified in the applicable Statement of Work.
- (c) In the event that Customer fails to pay any invoice when due, or provide a written notice of bona fide good faith dispute of such invoice or any portion thereof prior to such payment due date, Cyber Watch Systems may, in lieu of termination at such time, immediately suspend performance of its services without liability for interruption of pending work or breach of this Agreement or any Statement of Work.
- (d) The fees quoted in any Statement of Work do not include taxes, assessments, license fees or permit fees. Cyber Watch Systems will invoice Customer for, and Customer shall pay, all applicable sales, use, excise, value added and other taxes, license fees and permits associated with your receipt of the services hereunder, excluding taxes on Cyber Watch System's income.

11. TERM AND TERMINATION

- (a) This Agreement shall commence as of the date first written above and shall remain in effect until terminated as provided herein.
- (b) This Agreement shall be subject to termination in the event of occurrence of following events:
 - (i) Upon termination of this Agreement, each party will return to the other any materials owned by such party and upon payment of all outstanding charges, Cyber Watch Systems shall deliver any work in progress as of the date of termination.
 - (ii) With respect to time and material assignments, any termination of the Agreement shall only be effective as to an ongoing assignment only when the minimum term (as set forth in the applicable Statement of Work)_ of such ongoing assignment is completed.
 - (iii) Any termination of this Agreement shall be without prejudice to any rights or obligations of either party arising or existing up to the effective date of such termination, or to Sections 3, 4, 7, 8, 9, 13, 19 and this Section 11, which are intended by this Agreement to survive the termination of this Agreement.



12. FORCE MAJEURE

If either party's performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by causes beyond such party's reasonable control including but not limited to, acts of God; fire; explosion; any law, order or regulation of the United States national, state or local government or any civil or military authority; or by national emergencies, wars or strikes, then Customer and Cyber Watch Systems shall not be liable to the other for any loss or damage which may be suffered as a result, provided the party suffering such event of Force Majeure notifies the other party of same within ten (10) days of the occurrence of the event of Force Majeure. The parties shall use their commercially reasonable best efforts under the circumstances to avoid and remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

13. GOVERNING LAW

The parties agree to work diligently through the Customer and Cyber Watch Systems management to address and resolve any disputes that may arise from this engagement. If the parties are unable to resolve controversies, claims or disputes exclusively by them, they will be addressed in the following manner:

First, the parties shall engage the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties shall contact the American Arbitration Association ("AAA"), and request the AAA to recommend a mediator. The AAA's recommendation of a mediator shall be binding on the parties. The parties shall share the costs of the mediation equally. Unless the parties otherwise agree, the mediation shall be held via video conference. Both parties may be represented at the mediation by their attorneys, and each of the parties shall have present at the mediation one or more representatives with full authority to bind the party to any resolution that may be mediated. Any decision of a mediator or arbitrator will be strictly non-binding and neither party waives any right to pursue any and all legal remedies which may be available to it. Nothing in this paragraph shall preclude either party from seeking injunctive relief in a state or federal court of competent jurisdiction prior to mediation provided that, in the moving party's reasonable judgment, the delay caused by the above described mediation would, hinder the relief sought.

14. NOTICES

All notices, requests, demands, or directions to any party to this agreement by another party hereto shall be in writing and deemed given three (3) business days after sent by registered mail, postage prepaid, telex, telegram or cable addressed as follows:

- (a) To Customer: Attn: Andrew Parker
The City of Dalton, Georgia
300 W Waugh Street
Dalton, Georgia 30720
- W / copy to Mitchell & Mitchell, P.C.
P.O. Box 668
Dalton, Georgia 30720
- (b) To Cyber Watch Systems: Cyber Watch Systems, LLC
ATTN: Cameron Chavers
5717 Legacy Drive
Suite 250



Plano, TX 75024

W / copy to

Munsch Hardt Kopf & Harr, P.C.
Attn: Mark Girtz, Esq.
500 N. Akard Street, Suite 3800
Dallas, Texas 75201

or to such other address as may be stated by one party to the other in a notice given in the same manner herein provided.

15. ASSIGNMENT

- (a) Customer may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party without the prior written consent of Cyber Watch Systems.
- (b) Cyber Watch Systems may not assign its rights, interests or obligations under this Agreement, in whole or in part, to any third party except a Cyber Watch Systems affiliated entity without the prior written consent of Customer.

16. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective administrators, successors, and permitted assigns. Nothing herein, except as specifically provided into this Agreement, is intended to confer upon any person, other than the parties hereto and their respective administrators, successors, and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17. INDEPENDENT CONTRACTORS

The parties are and shall remain independent contractors and nothing herein shall be deemed to cause this Agreement to create an agency, employment, partnership, or joint venture between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

18. AMENDMENT

This Agreement shall not be amended or supplemented, in whole or in part, except by an instrument in writing duly executed by authorized officers of each of the parties hereto, or their respective successors or permitted assigns.

19. LEGAL CONSTRUCTION & SEVERABILITY

If any provision of this Agreement is held illegal, invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected thereby, and such illegal, invalid, or unenforceable provision shall be automatically reformed to a provision as similar in terms to such unenforceable provision as shall be legal, valid, and enforceable.

20. WAIVER

The remedies herein reserved shall be cumulative, and in addition to any other remedies provided at law or equity. Any failure by a party to enforce or insist upon strict compliance with any provision of this Agreement shall not be deemed to constitute a waiver of rights to demand strict compliance with the terms hereof. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of any subsequent such term or condition in the future.



21. COOPERATION: FURTHER ASSURANCES

Each party agrees to perform its respective obligations hereunder and to do, or cause to be performed, all things necessary, proper or advisable under applicable law to permit the performance of this Agreement in the manner contemplated hereby. Each party shall cooperate fully with the other party and its officers, directors, employees, agents and other representatives in connection with the performance of all acts contemplated hereunder.

22. MISCELLANEOUS

This Agreement, including these terms and conditions and any other appendices or attachments, contains the entire agreement between the parties hereto with respect to this Agreement, and supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, initial statements of work and discussions, whether oral or written, between us with respect to this Agreement. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written:

Cyber Watch Systems, LLC.

The City of Dalton, Georgia

By: _____

By: _____

Name: Cameron Chavers

Name: David Pennington

Title: Managing Partner

Title: Mayor

Date: _____

Date: _____