

MASTER SERVICES AGREEMENT



THIS **MASTER SERVICES AGREEMENT** ("Agreement"), effective on the last date signed below ("Effective Date"), is between TDI Vertical, LLC, d/b/a TDI Vertical, an Illinois Limited Liability Company ("TDI Vertical"), on the one hand, and City of Waukesha, a Wisconsin Municipal corporation ("Client"), on the other hand. This Agreement may refer to TDI Vertical and Client as a "Party", separately, or the "Parties", collectively.

In exchange for the covenants, terms, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, and intending to be bound legally, the Parties agree:

1. **SERVICES.** In consideration of the fees to be paid hereunder and the other terms of this Agreement, TDI Vertical agrees to perform certain professional services ("Services"), as described in this Agreement and in the applicable SOW (defined in Section 2.1, below). As identified in the applicable SOW, Services may be performed as Professional Services, Subscription Services, and/or consist of specific Deliverables:

1.1.1. **Professional Services.** "Professional Services" means any TDI Vertical Services performed on a fixed fee, time and material basis, or retainer model as defined in the applicable SOW. Unless otherwise indicated in the applicable SOW, Professional Services are performed during standard business hours, 8:00am to 6:00pm, Monday through Friday, excluding federal holidays.

1.1.2. **Subscription Services.** "Subscription Services" means any TDI Vertical Services with a term commitment and monthly recurring charge, as set forth in the applicable SOW. When subscribed to network monitoring and management services or security monitoring and management services, TDI Vertical Network and Security Operations Center provides remote support for Subscription Services 24 hours a day, 7 days a week, including holidays.

1.1.3. **Deliverables.** If the Services hereunder require TDI Vertical to produce any specific deliverables ("Deliverables"), the Parties shall describe specifically such Deliverables in the applicable SOW, and any agreed upon completion criteria (which may include specific milestones and completion dates for each phase of the project.

2. WORK DOCUMENTS.

2.1. **Statements of Work.** Throughout the Term, TDI Vertical will perform the Services according to specific statements of work describing the Subscription Services and/or Deliverables and other applicable terms. At a minimum, each statement of work must include the project scope, various project activities and tasks the Parties will perform, any Deliverables, and the Parties' respective roles and responsibilities. In addition, each SOW will describe the projected work effort and schedule applicable to the Services to be performed thereunder. To be effective, each statement of work must be signed by both Parties, expressly reference this Agreement, and be in form substantially like the template statement of work attached hereto and incorporated herein as Exhibit "A". As used in this Agreement, "SOW", means each statement of work, plus any TDI Vertical Quote incorporated herein under Section 2.2, below, and any applicable Change Order entered under Section 2.3, below. The Parties hereby expressly incorporate herein the terms of each such SOW.

2.2. **TDI Vertical Quotes.** The Parties may incorporate any quote that TDI Vertical provides for a specific project ("TDI Vertical Quote") into the applicable SOW by expressly referencing the quote and attaching it as an exhibit and incorporating it into the SOW. No TDI Vertical Quote binds the Parties unless expressly referenced, attached, and incorporated into the applicable SOW as provided in this Section.

2.3. **Change Orders.** During the Term, either Party may propose changes to any SOW as provided in this Section. In addition, whenever the project schedule or project fees and expenses change as provided herein or in any applicable SOW, Client understands and agrees that any such change may increase the fees and expenses TDI Vertical charges hereunder and/or the project schedule. The Parties shall reflect all such changes in a written change order ("Change Order") signed by both Parties and referencing the applicable

SOW. TDI Vertical has no obligation regarding any change until the change is reflected in such Change Order. Any Change Order under this Section will become part of the applicable SOW and, except as expressly modified by the Change Order in accordance herewith, is subject to all terms of this Agreement and the SOW. Once the Parties enter a Change Order for a particular SOW as provided in this Section, all references to such SOW include the applicable Change Order.

3. FEES AND PAYMENT

- 3.1. **Project Fees.** Subject to the terms and provisions of this Agreement and the applicable SOW, for all Services TDI Vertical renders hereunder, Client shall pay TDI Vertical the fees and other compensation specified in the applicable SOW.
- 3.2. **Invoices; Payments.** TDI Vertical will invoice Client monthly for all Services rendered and expenses incurred since the date of the last invoice issued. Each invoice is due, and Client shall pay it in full on a net thirty (45) day schedule from the date of the invoice ("Due Date"). Client shall make all payments to TDI Vertical according to the applicable SOW.
- 3.3. **Late Payments.** An invoice is "Past Due" if TDI Vertical does not receive full payment under an undisputed invoice by the Due Date. The outstanding Past Due balance on such invoice shall accrue interest of 1.5% per month from the Due Date until the invoice and all interest are paid in full. Notwithstanding the foregoing, if Client fails to pay all undisputed amounts owing by the applicable Due Date, TDI Vertical immediately and without notice may: (a) suspend Services until it receives full payment; or (b) discontinue the Services, terminate this Agreement and all SOWs, and recover from Client all sums TDI Vertical may be entitled to at law, in equity, or otherwise. The remedies under this Section are cumulative and do not substitute for any other remedies TDI Vertical may have regarding Client's non-payment, whether at law, in equity, or otherwise.

4. OWNERSHIP; INTELLECTUAL PROPERTY.

- 4.1. **TDI Vertical Intellectual Property.** "TDI Vertical Intellectual Property" means all TDI Vertical's intellectual property and proprietary rights, including: (a) all trademarks, service marks, trade dress, logos, slogans, brand names, trade names, domain names, and business and product names, and all applications and registrations therefor, and all extensions and renewals thereof, and all goodwill of the business connected with the use thereof and symbolized by the foregoing; (b) all copyrights and copyrightable works, all mask works, industrial designs, and protectable designs, and all applications and registrations therefor, and all extensions and renewals thereof; (c) all trade secrets; and (f) all rights to use the foregoing and all other rights in, to, and under the foregoing.
- 4.2. **Ownership; Use; Conveyance.** Unless TDI Vertical expressly agrees in the applicable SOW or other writing (in its sole and absolute discretion), all TDI Vertical Intellectual Property is TDI Vertical's sole and exclusive property. TDI Vertical retains all rights and interests in and to TDI Vertical Intellectual Property during and after the Term. Unless TDI Vertical expressly agrees in writing (in its sole and absolute discretion), neither this Agreement (including any SOW) nor any disclosure made hereunder (including under any SOW) grants to Client any right, title, license, or other interest in TDI Vertical's Intellectual Property (whether by estoppel, implication, or otherwise).
- 4.3. **Third-Party Software and Intellectual Property.** "Third-Party Software" means all third-party software or other third-party intellectual property TDI Vertical provides to Client, uses in performance of the Services (including in creating any Deliverable), or to which Client has access hereunder. For all such Third-Party Software, Client acknowledges and agrees that it is bound by the licensing agreements submitted by the

vendors of such software or other intellectual property. If permitted by the applicable software vendor, TDI Vertical will pass through to Client the benefit of any warranties for Third-Party Software that the applicable software vendor provides. **TDI VERTICAL, HOWEVER, DOES NOT WARRANT TO OR INDEMNIFY CLIENT IN ANY MANNER WHATSOEVER FOR THE OPERATION OF ANY THIRD-PARTY SOFTWARE, ALL OF WHICH IS PROVIDED "AS-IS", "WHERE IS", AND "WITH ALL FAULTS".** If the Services include the installation or activation of any Third-Party Software, Client shall provide authorization to TDI Vertical and its personnel in accordance with Section 6, below. If TDI Vertical recommends the installation of software to address a particular issue and the software does not correct the issue, then TDI shall be responsible for the cost of acquisition, installation, and removal of the software. TDI Vertical does not disclaim the implied warranties of merchantability or fitness for purpose of any software recommended by it.

5. CLIENT OBLIGATIONS.

- 5.1. **Generally.** Client understands and agrees that TDI Vertical's performance hereunder depends in part on Client's actions. Accordingly, Client promptly shall give TDI Vertical all requested approvals, sign-offs, items, and assistance necessary to perform the Services.
- 5.2. **Working Environment.** For any Services TDI Vertical will provide at any Client sites, Client shall provide TDI Vertical and its personnel with a suitable and adequate work environment, including: (a) facilities, space, desks, chairs, computer equipment, telephone services, internet access, and necessary office supplies and services; (b) all necessary administrative access to Client's computer systems, including remote access and internet access; (c) access to all relevant information, including software, hardware, and documentation; and (d) all other items set forth in the applicable SOW or otherwise necessary to perform the Services.
- 5.3. **Installation of Third-Party Software.** While performing the Services, TDI Vertical may need to install third-party software. As part of the software installation, the software provider may require acceptance of the terms and conditions contained in a software license agreement or "click-through" agreement. Client authorizes TDI Vertical to accept on Client's behalf any click-through, browse-through, or other type of software license agreement arising from the Client's purchase of all such software.

6. RELATIONSHIP; PERSONNEL.

- 6.1. **Independent Contractor.** The Parties' relationship to each other is solely one of independent contractor. Client understands and agrees that neither this Agreement nor any SOW creates any partnership, joint venture, franchise, agency, employer-employee, or other relationship between the Parties. Client shall treat TDI Vertical as an independent contractor for tax purposes and shall file all tax and information returns using such status.
- 6.2. **Non-Solicitation.** TDI Vertical is not an employment or placement agency and the Services it provides to Client are made possible only by TDI Vertical's substantial investment in advertising, recruiting, and training its employees and contractors. In consideration of the time and expense TDI Vertical invests in its employees and contractors, and the promises set forth in this Agreement (including in any SOW), Client agrees that, during the Term and for one (1) year thereafter ("Restricted Period"), Client will not: (a) offer employment to or contract with any current or former TDI Vertical employee or contractor who provided Services to Client hereunder within the twelve (12) months immediately preceding the date on which Client intends to hire such individual; or (b) solicit, induce, persuade, or encourage any current or former TDI Vertical employee or contractor who provided Services hereunder within the twelve (12) months immediately

preceding the date Client intends to engage such individual to apply for employment or to contract with Client. If, either: (a) prior to expiration of the Restricted Period, TDI Vertical and Client agree on the placement of such a TDI Vertical employee or contractor with Company; or (b) Client hires or contracts with any such TDI Vertical employee or contractor in breach of this Section 7.3, Client agrees to compensate TDI Vertical for its investment in such employee or contractor at the pre-agreed rate of \$300,000.00.

7. CONFIDENTIAL INFORMATION.

- 7.1. **Acknowledgement.** Client acknowledges that, during the Term and in connection with the Services, it may receive or have access to certain Confidential Information (defined in Section 8.2, below), and that TDI Vertical: (a) has invested and continues to invest substantial time, resources, expense, and specialized knowledge in developing this Confidential Information; (b) enjoys a competitive advantage in the marketplace based on this Confidential Information; and (c) would suffer irreparable harm if competitors obtain this Confidential Information or if it becomes publicly available.
- 7.2. **Confidential Information Defined.** “Confidential Information” means all non-public information that TDI Vertical treats as proprietary or confidential, in any format whatsoever, including: (a) any application, operating system, or computer software that TDI Vertical owns, develops, licenses, or purchases (“Software”); (b) any source and object codes, flow charts, algorithms, coding lists, compilers, assemblers, macros, owner’s manuals, reference manuals, guides, documentation manuals, design concepts, routines, and sub routines related or attributable to any Software; and (c) trade secrets.
- 7.3. **Non-Disclosure.** Without limiting any other confidentiality or non-disclosure agreement between the Parties, Client agrees: (a) to keep all Confidential Information confidential and not to disclose or convey such information to third parties without the prior written approval of TDI Vertical (in TDI Vertical’s sole and absolute discretion); (b) only to disclose the Confidential Information to its personnel who must know such Confidential Information to perform Client’s obligations under this Agreement and who agree in writing to be bound by the terms of this Section 8.3 as though such employee were Client hereunder; (c) that it will not use the Confidential Information for any purpose whatsoever unless TDI Vertical expressly agrees thereto in writing (in its sole and absolute discretion) or as expressly provided in this Agreement or any SOW; and (d) to treat all Confidential Information with the same degree of confidentiality and care with which Client treats its own confidential and proprietary information, but at least a reasonable standard of care. Client’s obligations under this Section 8 will survive for five (5) years after expiration or termination of this Agreement for any reason or no reason, except that Confidential Information which is TDI Vertical’s trade secret, as defined in the Illinois Trade Secrets Act, shall be safeguarded as required in this Section 8 in perpetuity for as long as such Confidential Information remains a trade secret under Illinois law. This Section 8 does not replace any non-disclosure or similar agreement between the Parties, the terms and conditions of which the Parties agree will remain binding, enforceable, intact, and unaffected by the terms of this Agreement or any SOW. If there is any conflict between the express terms of this Section 8 and the express terms of any other confidentiality or non-disclosure agreement between the Parties, the terms most favorable to TDI Vertical shall control.
- 7.4. **Exclusions; Permitted Disclosures.** Notwithstanding Client’s obligations under Section 8.3, above, information is not Confidential Information if Client can demonstrate: (a) the information was in its possession prior to disclosure without restriction as to confidentiality; (b) at the time of disclosure, the information is generally available to the public or, after disclosure, it becomes generally available to the public through no breach of agreement or other wrongful act by Client or its personnel; (c) Client received the information from a third party without restriction on disclosure and without breach of agreement or other wrongful act by Client; or (d) Client independently developed the information without regard to the

Confidential Information. Client may disclose Confidential Information pursuant to applicable law or order from a court or other government authority of competent jurisdiction.

8. **WARRANTY**

- 8.1. **Limited Warranty.** TDI Vertical expressly warrants that (a) Services performed under a SOW will be performed by qualified personnel according to the accepted standards and practices in the industry; and (b) the Services performed and any Deliverables in final form created will conform materially to any requirements specified in the applicable SOW.
- 8.2. **Additional Exclusions.** In addition to all other applicable limitations and exclusions, the limited warranty contained in Section 9.1, above, excludes all hardware.
- 8.3. **Cure of Defect.** During the Warranty Period, if Client discovers a defect covered by the express warranty in Section 9.1, above, Client promptly shall notify TDI Vertical thereof in writing. Thereafter, Client shall provide TDI Vertical with a reasonable opportunity to inspect the defect and, at TDI Vertical's sole option, either: (a) cure the defect in a manner customary in the industry; (b) pay to Client the cost to repair or replace the defect; or (c) refund Client the cost of the fees paid by Client to TDI Vertical for the defective portion of the Services. TDI Vertical is not liable for any cost or expense Client incurs to remedy the warranted defect unless Client first follows the notification and other procedures contained in this Section 9.3; and (b) cooperates with TDI Vertical in all respects under this Section 9.3. Notwithstanding anything in this Agreement to the contrary, Client's remedy under this Section 9.3 is Client's sole and exclusive remedy regarding any warranted defect.

9. **TERM.** The term of this Agreement begins on the Effective Date and continues until either Party terminates it as provided herein ("Term").

10. **Termination.**

10.1.1. **Termination for Convenience.** Either Party may terminate this Agreement for convenience on thirty (30) days' written notice to the other Party. In such case, this Agreement shall terminate immediately and without further notice on the thirtieth (30th) day after the non-terminating Party receives such written notice of termination. Notwithstanding termination under this Section, in TDI Vertical's sole and absolute discretion, any SOW existing at the time of such termination shall continue under the terms of the SOW and this Agreement until completion.

10.1.2. **Termination for Cause.** TDI Vertical may terminate this Agreement (and any SOW) for cause immediately and without prior notice: (a) as provided in Section 3.4, above; and (b) if Client becomes insolvent, voluntarily or involuntarily becomes a party to a bankruptcy proceeding, has a receiver appointed, or any assignment is made for the benefit of Client's creditors.

10.2. **Effect of Termination.**

10.2.1. **Generally.** On receipt of notice of termination from Client, or on the effective date of termination by either Party for any reason (whether for cause or convenience), whichever comes first, TDI Vertical may cease all Services (including under any SOW) immediately and without notice. Further, Client shall pay TDI Vertical for all Services performed prior to the date of termination.. TDI Vertical will submit a final invoice to Client and Client shall pay TDI Vertical according to the timeline and procedures set forth in Section 3, above, including all interest. The foregoing remedies are cumulative and do not preclude TDI Vertical from obtaining any other remedy or relief to which it may be entitled, whether by law, equity, or otherwise.

10.2.2. Return of Property. Promptly after termination for any reason (whether for cause or convenience), Client shall return to TDI Vertical or, if directed by TDI Vertical in writing, destroy or otherwise dispose of all Confidential Information in Client's possession or control. On TDI Vertical's request, Client shall provide TDI Vertical a written certification attesting to Client's compliance with the foregoing obligations. TDI Vertical promptly return to Client any Client-owned materials developed, purchased, produced, or otherwise used under this Agreement, including under any SOW, and including correspondence and documents.

10.2.3. Deliverables. Provided Client has paid all sums owed hereunder and under all SOWs, then, on termination, Client may retain any completed Deliverable in its final form (subject to the terms of this Agreement and any applicable SOW).

11. MISCELLANEOUS.

11.1. Notice. All notices, requests, claims, demands, waivers, and other communications hereunder shall be in writing and are deemed given: (a) on delivery when delivered by hand; (b) on receipt when sent by email (as evidenced by written confirmation of receipt by the receiving Party); (c) on delivery when sent via courier (as evidenced by tracking confirmation); or (d) on delivery when sent via U.S. Mail, postage prepaid, by express, registered, or certified mail, return receipt requested (as evidenced by "green card" receipt or tracking confirmation) to Client at Client's address set forth underneath Client's signature, below (or to such other address Client periodically designates via written notice in accordance herewith), and to TDI Vertical at (or to such other address TDI Vertical periodically designates via written notice in accordance herewith):

TDI Vertical, LLC
ATTN: Legal
1051 Perimeter Drive, Suite 250
Schaumburg, Illinois 60173
Email: notice@tdivertical.com

11.2. Independent Development. Nothing in this Agreement (including the receipt of information hereunder) shall: (a) limit TDI Vertical's development, marketing, or distribution of software or other technology involving any functionality or ideas, whether similar to those disclosed by Client or otherwise; (b) limit TDI Vertical from undertaking similar efforts or discussions with third parties who may compete with Client; or (c) create obligations in any way binding on TDI Vertical limiting or restricting the assignments, activities, or training of employees or contractors of TDI Vertical.

11.3. Marketing. Client grants the use of its name in TDI Vertical's general list of customers used in TDI Vertical's marketing materials, including on its website.

11.4. Credit Approval. TDI Vertical may require Client credit approval prior to providing any Services to Client.

11.5. TDI Vertical Hours of Operation. Unless specified in the applicable SOW, TDI Vertical will perform all Services during its regular business hours, 8:00 am to 6:00 pm CST, Monday through Friday, excluding federal holidays.

11.6. Force Majeure. TDI Vertical is not liable to Client for any reasonable delay or failure to perform relating to causes beyond TDI Vertical's reasonable control, including acts of God, acts of the public enemy or terrorism, acts or orders of any government authority in its sovereign capacity, fires, floods, power outages, hurricanes, earthquakes, adverse weather conditions, epidemics, pandemics, quarantine restrictions, government shutdowns, strikes or labor disputes, labor shortages, internet outages, riots, civil unrest, sabotage, freight embargoes, scarcity of goods or materials, and the like (each, a "Force Majeure Event").

11.7. **Entire Agreement.** Except as provided in Section 8.3 and elsewhere herein, this Agreement, together with all SOWs, contains the Parties' entire agreement regarding its subject matter and supersedes all prior negotiations, commitments, representations, and undertakings regarding the subject matter hereof, whether written, oral, or otherwise. Except as expressly set forth herein or in any applicable SOW, each Party acknowledges that the other Party has not made any representations to induce it to sign this Agreement.

11.8. **Conflicts.** Notwithstanding anything herein to the contrary, if any express terms in this Agreement conflict with the express terms of any SOW, the express terms of the SOW shall control unless the Parties expressly state otherwise in the applicable SOW.

11.9. **Binding Effect.** This Agreement, including all SOWs, binds and inures to the Parties' benefit, including their past, present, and future representatives, successors, and permitted assigns.

11.10. **Assignment.** TDI Vertical may assign this Agreement to any affiliate or successor in interest to all or part of its business.

11.11. **Headings.** The headings in this Agreement are for convenience only and do not affect its meaning or interpretation.

11.12. **Modification.** Any modification or amendment of or to this Agreement must be written and signed by an authorized signer of each Party. Any modification or amendment made in violation of this Section is null and void and has no effect.

11.13. **Severability.** If a court of competent jurisdiction determines any provision in this Agreement is unenforceable, invalid, or illegal, such provision shall be severed from this Agreement, and shall not render any other provision herein unenforceable, invalid, or illegal. Alternatively, such court may modify or replace the unenforceable, invalid, or illegal provision with an enforceable, valid, and legal provision that most accurately represents the Parties' intent for such provision and this Agreement.

11.14. **Governing Law; Interpretation.** This Agreement and all SOWs are governed by and construed in accordance with Illinois law, without regard to any conflict of laws rules that otherwise might apply. Client acknowledges that it has reviewed this Agreement and either has consulted with counsel of its choosing or freely and voluntarily has chosen not to do so. The rule of construction that ambiguities be resolved against the drafting party or in favor of a party receiving a particular benefit under an agreement may not be employed to interpret this Agreement or any SOW.

11.15. **Jurisdiction; Venue.** Each Party irrevocably and unconditionally agrees that all actions or proceedings regarding this Agreement, any SOW, or the Services (including any Deliverable), shall be conducted only in state courts having jurisdiction in Waukesha County, Wisconsin. Each Party hereby consents and submits to the exclusive jurisdiction of such courts (and their respective appellate courts) and waives any right such Party otherwise may have regarding jurisdiction, venue, and/or inconvenient forum.

11.16. **Attorneys' Fees, Costs, and Expenses.** If litigation or other legal proceeding relates to this Agreement, any SOW, or the Services (including any Deliverable), or the enforcement or performance hereof or thereof, the non-prevailing Party shall reimburse the prevailing Party its reasonable attorneys' fees, costs, and expenses incurred in such litigation or other legal proceeding, whether taxable by the court as costs, in addition to all other relief to which the prevailing Party may be entitled, including post judgment.

11.17. **Waiver; Rights Cumulative.** A Party's waiver or failure to enforce any provision in this Agreement (including any provision in any SOW) does not waive such provision or such Party's right thereafter to enforce such provision. Except where this Agreement otherwise expressly provides, each Party's rights

hereunder are cumulative and in addition to and not in substitution for any other rights or remedies available at law, in equity, or otherwise.

11.18. Survival. Any provision of this Agreement which by its terms is intended to survive its termination or expiration shall survive such termination or expiration, including Sections 3, 1, 4, 6.2, 7, 8, 1, 1, 10.2, 11.8, 11.14, 11.15, 11.16, 1.1, 11.17, and 11.19.

11.19. No Third-Party Beneficiaries. Except as expressly set forth herein, this Agreement is solely for the Parties' benefit and nothing herein confers on any other person any legal or equitable right, benefit, or remedy.

11.20. Authorized Signer. The natural persons signing this Agreement represent and warrant that they have authority to sign this Agreement and to bind to this Agreement the Party for whom they sign.

11.21. Counterparts; Signatures. The Parties may execute this Agreement in one or more counterparts, each of which, taken together, shall constitute one and the same instrument. Facsimile, digital, electronic, and emailed signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, intending to be bound legally, the Parties sign and enter this Agreement as of the Effective Date.

TDI Vertical, LLC

Client: City of Waukesha

By:

By:

Name: Sebastian Jakubowski

Name:

Title: Managing Director

Title:

Date:

Date:

Client Address (for notice):

Phone:

Email:

STATEMENT OF WORK # _____

THIS STATEMENT OF WORK # _____ ("SOW"), effective on the last date signed below ("Effective Date"), by and between TDI Vertical LLC, an Illinois limited liability company, d/b/a TDI Vertical ("TDI Vertical"), on the one hand, and _____, a _____ ("Client"), on the other hand, is made part of and fully incorporated into that certain Master Services Agreement dated _____, 20____ ("Agreement"). Unless otherwise set forth herein, all capitalized terms in this SOW have the meaning ascribed in the Agreement. As set forth in the Agreement, unless the Parties expressly state otherwise in this SOW, if there is any conflict between this SOW and the Agreement, the Agreement shall control.

SERVICES: TDI Vertical will perform all Services as set forth herein and in the Agreement. For purposes of this SOW, "Services" has the same meaning as stated in the Agreement, plus the following activities:

DELIVERABLES? [YES] [NO]: _____

Completion Date, including milestones (estimates only): _____

SUBSCRIPTION SERVICES? [YES] [NO]: _____

TDI VERTICAL QUOTE ATTACHED? [YES] [NO]: If yes, TDI Vertical Quote dated _____, 20____ is attached hereto and incorporated herein as Exhibit "1".

FEES: _____ [Flat fee? Time-based?]

EXPENSES: _____

INVOICING PROCEDURES AND TIMELINE: _____

PAYMENT METHODS (e.g., check, ACH) AND TIMING (e.g., lump sum due on a specific date, installments pursuant to periodic invoices):

(signature page follows)

EXHIBIT A TO MSA: SOW TEMPLATE

SO AGREED:

TDI VERTICAL LLC:

Company Name: _____

By: _____ Date: _____

Print Signer Name: _____

Signer Title: _____

CLIENT:

Client Name: _____

By: _____ Date: _____

Print Signer Name: _____

Signer Title: _____

[EXHIBIT 1 TO STATEMENT OF WORK TEMPLATE: TDI VERTICAL QUOTE]

DRAFT