

MASTER SERVICES AGREEMENT

SITEMETRIC, LLC

This MASTER SERVICES AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") by and between Sitemetric, LLC, a Delaware limited liability company ("Company"), and _____ ("Contractor"). (Company and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties"). Capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement.

WHEREAS, Company desires to engage Contractor from time to time to provide certain services.

WHEREAS, Contractor is willing to provide such services to Company from time to time subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, Company and Contractor agree as follows:

1. Scope of Services.

(a) Introduction. This Agreement, along with all applicable Statements of Work and Change Orders (each as defined below), governs the provision of Services by Contractor to Company. This Agreement is a master agreement that sets forth the general terms and conditions of the agreement between Company and Contractor. Each time Company desires Contractor to perform a specific service or project, Contractor and Company will execute a Statement of Work that specifies the requirements for each project and will become a part of this Agreement.

(b) Services. Contractor shall provide the services described in one or more written statements of work (each, a "Statement of Work"), which may be added or amended from time to time (collectively, the "Services"). Each Statement of Work shall set forth: (i) a detailed description of the Services to be provided; (ii) the method and amount of payment for the Services; and (iii) such other special terms and conditions to which the Parties may agree. Any modifications or changes to the Services following execution of a Statement of Work must be memorialized in a mutually agreed upon change order (a "Change Order") signed by both Parties. Each Change Order relating to a particular Statement of Work shall be incorporated into and become a part of such Statement of Work. Each Statement of Work and Change Order will be executed by an authorized representative of both Parties and will be incorporated by reference into this Agreement.

(c) Performance of Services. All Services will be rendered to the best of Contractor's ability and in a timely and professional manner, in compliance with all standards and rules reasonably established by Company from time to time, except that, Contractor will at all times determine the method and means of Contractor's performance. Contractor will bring to the immediate attention of Company any instance Contractor believes this provision is not being adhered to.

(d) Compliance with Laws. Contractor will comply with all applicable laws, ordinances, rules and regulations, now or in effect in the future, in Contractor's performance of the Services.

2. Compensation and Reimbursement. In consideration of the Services to be performed by Contractor, Company shall pay Contractor those fees described in each Statement of Work executed pursuant to this Agreement. No other fees and/or expenses will be paid to Contractor, unless such fees

and/or expenses have been approved in advance by the appropriate Company executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's failure with respect to its obligations in this Section 2.

3. Non-Disclosure of Confidential Information. Contractor will (a) protect and keep confidential all information pertaining to Company's business, plans, strategies, projects, products, finances, customers, suppliers, and inventions, including but not limited to: business and financial information or plans; Company techniques, technology, practices, operations, and methods of conducting business; information technology systems and operations; information concerning Company's business partners and suppliers or potential business partners and suppliers; customer information; and Company pricing policies, marketing strategies, research projects or developments, legal affairs, and future plans relating to any aspect of Company's present or anticipated businesses, as well as all other information obtained from Company in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary ("Confidential Information"); (b) use such Confidential Information only for the purposes of fulfilling his obligations under this Agreement; and (c) return all such Confidential Information to Company promptly upon the termination of this Agreement. All such Confidential Information will remain Company's exclusive property and Contractor will have no rights to use such information except as expressly provided in this Agreement. Contractor will not issue press releases or publicity or make any public statements that relate to this Agreement without the prior written approval of the Company. Contractor is hereby advised that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

4. Non-Solicitation. During the period commencing on the Effective Date and ending on the two (2) year anniversary of the Service Term (the "Non-Solicitation Period"), the Contractor shall not, directly or indirectly, (A) induce or attempt to influence any employee of the Company to leave its employ, (B) hire, or assist any other person or entity in hiring, any employee of the Company or former employee of the Company that was an employee of the Company during the two years preceding the end of the Service Term, (C) aid or agree to aid any competitor, customer or supplier of the Company in any attempt to hire any person who shall have been employed by the Company within the one-year period preceding such requested aid, (D) induce or attempt to influence any person or business entity who (x) was a customer of the Company during any portion of the Non-Solicitation Period, or (y) is a potential customer of the Company which has engaged in discussions about a commercial relationship with the Company within the six (6) month period prior to the end of the Service Term, to transact business with a competitor of the Company, or (E) otherwise interfere with the performance by any current or former employee of the Company of their obligations or responsibilities to Company.

5. Non-Disparagement. During the Service Term and continuing thereafter indefinitely, the Contractor shall not disparage, discredit or otherwise criticize, directly or indirectly, verbally or in writing, the Company or any of its subsidiaries, or any of their respective businesses, products, practices, trademarks, members, employees, consultants, trustees, managers, officers, directors, or agents. Furthermore, during the term of the Contractor's Service Term and continuing thereafter indefinitely, the Company shall not disparage, discredit or otherwise criticize, directly or indirectly, verbally or in writing, the Contractor.

6. Independent Contractor.

(a) Nature of Relationship. Contractor will be, and act as, an independent contractor (and not an employee, agent, or representative) of Company in the performance of the Services. This Agreement will not be interpreted or construed as creating or evidencing an association, joint venture, partnership or franchise relationship among the parties.

(b) Other Activities. Contractor will not be required to devote Contractor's full time to the performance of the Services, and Contractor may service other clients and offer services to the general public, subject to the terms hereof. Notwithstanding the foregoing, Contractor certifies that Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor will not enter into any such conflicting agreement during the term of this Agreement.

7. Work for Hire; Proprietary Rights.

(a) Work Product, Proprietary Rights and Pre-Existing Work. If, prior to, on or after the Effective Date, Contractor delivers or is required to deliver to Company any work product in connection with the Services, including, but not limited to concepts, developments, ideas, works, works in progress, technology, works of authorship, inventions, information, databases, drawings, designs, processes, programs, products, documentation, software, and improvements thereof (whether developed by Contractor either alone or with others, and whether completed or in-progress) (collectively, "Work Product"), then effective upon creation of the Work Product, Company owns, or upon assignment by Contractor will own, all right, title and interest (including, but not limited to, all foreign and United States marks, trade secrets, copyrights, patents, and other intellectual property rights) (collectively, "Proprietary Rights") in such Work Product. The term Work Product does not include any inventions or developments made by Contractor before the Effective Date ("Pre-Existing Work").

(b) Work for Hire. The Work Product has been specially ordered and commissioned from Contractor. Contractor acknowledges and agrees that the Work Product is a "work made for hire" to the full extent permitted by Law, with all copyrights in the Work Product owned by Company and that Company shall own all right, title and interest therein. Company shall be considered the author of such Work Product for purposes of copyright and shall own all the rights in and to the copyright of such Work Product, and only Company shall have the right to obtain a copyright registration on the same which Company may do in its name, its trade name, or the name of its nominee(s).

(c) Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under Law, and to the extent that the Work Product includes material subject to copyright, trade and service marks, patent (current or future), trade secret, or any Proprietary Rights protection recognized in any country or jurisdiction worldwide, including, without limitation, moral rights and similar rights, all applications and registrations relating thereto, whether presently existing or created in the future, all rights to use, reproduce, sell and otherwise fully exploit the Work Product in any and all formats or media and all channels, whether now known or hereafter created, and all rights to sue for past, present and future infringement, Contractor agrees to assign, transfer and convey, and hereby assigns, transfers, and conveys, to Company (or to such of its affiliated entities as Company may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions and designs embodied in the Work Product or developed in the course of Contractor's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by Contractor as necessary to combine the Work Product or any derivative works thereof with any product, service, offering, software or intellectual

property of Company. Contractor, will, without additional consideration or payment, review and execute any documents in connection with such assignment or otherwise relating to the perfecting of Company's Proprietary Rights in the Work Product, as Company or Company may reasonably request. Contractor appoints Company his attorney-in-fact to execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest. At any time upon request from Company and upon termination or expiration of this Agreement, Contractor shall deliver to Company in tangible form all materials containing Work Product, whether complete or in process.

(d) License to Pre-Existing Work. To the extent Pre-Existing Work of Contractor is embodied in any Work Product, deliverables or Proprietary Rights, Contractor hereby grants Company a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up license to: (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, transmit and import such Pre-Existing Work; (b) adapt, modify and create derivative works of such Pre-Existing Work; and (c) sublicense the foregoing rights. To the extent any know-how, techniques, skills, knowledge, materials or property of Contractor is incorporated into or embodied in any of the Work Product, or covers or controls any of the Work Product, or is necessary in order to fully and freely use any of the Work Product, Contractor hereby grants to Company a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license, with the right to grant sublicenses, to use any of the foregoing as part of or in connection with the use of the Work Product or any derivative work based upon the Work Product.

(e) Representations and Warranties. Contractor represents and warrants that:

(i) the Services, Work Product and Pre-Existing Work do not, and will not, violate, infringe or misappropriate any other person's Proprietary Rights;

(ii) Contractor has full and sufficient rights to grant the licenses to the Pre-Existing Work and rights, title and interest to assign the Work Product to Company, as provided herein;

(iii) the Work Product, including any Pre-Existing Work, if applicable, is the original work of Contractor and does not contain any works or other Proprietary Rights of any third party;

(iv) the performance of the Services will not violate the provisions of any agreement to which Contractor is a party; and

(v) there are no claims of infringement threatened, pending or asserted with respect to the Services, Work Product or Pre-Existing Work.

8. Term and Termination.

(a) Term. The initial term of this Agreement shall commence on the Effective Date and will expire on the one (1) year anniversary of the Effective Date (the "Initial Term") unless earlier terminated as provided herein. Unless earlier terminated as provided for in this Agreement, the term of this Agreement shall automatically renew for consecutive one (1) year periods (each, a "Subsequent Term") and together with the Initial Term, the "Service Term") unless either Party delivers to the other Party, not less than thirty (30) days prior to the expiration of the then current term, written notice of such Party's intention not to renew the term of this Agreement. This Agreement supersedes in their entirety all previous agreements between Contractor and Company, which the Parties hereto agree to be terminated as of the Effective Date. If there are currently any outstanding Statements of Work under any such prior agreements, such Statements of Work shall be governed by this Agreement.

(b) Termination. The following terminations of this Agreement and the Service Term may occur and will be considered an involuntary termination as to Contractor: Contractor's termination of this Agreement by written notice to Company in the event of material breach or default under the Agreement by Company (provided that (i) Contractor has given notice to Company of such breach or default within 30 days following the initial occurrence thereof, (ii) Company has failed to cure such breach or default within 30 days following receipt of such notice, and (iii) such termination by Contractor occurs at the end of such 30-day cure period); Company's termination of this Agreement and/or any individual Statement of Work by written notice to Contractor at any time and for any reason upon five (5) days written notice to Contractor; and automatic termination of this Agreement and all then effective Statements of Work upon Contractor's death. The following terminations of the Agreement also may occur and will be considered a voluntary termination as to Contractor: Contractor's termination of this Agreement at any time and for any reason upon 30 days written notice to Company; and Company's termination of this Agreement by written notice to Contractor in the event of material breach or default under the Agreement by Contractor (provided that Company has given Contractor at least 30 days' notice and opportunity to cure such breach or default).

(c) Rights Upon Termination. If this Agreement is terminated while work is in progress under the Agreement, the Parties agree that all right, title, and interest in Work Product conceived or developed by Contractor alone or with others in connection with the provision of Services as of the date of termination will be deemed assigned to Company.

9. Indemnification. Contractor will indemnify, defend, and hold Company and/or its subsidiaries, affiliates and their respective directors, officers, employees, agents, successors and assigns ("Company Indemnified Parties") harmless from and against any allegation or claim based on, or any damage, loss, and expense and any other liability (collectively "Claims") arising from any breach of Contractor's obligations, representations, or warranties under this Agreement, including any allegation or claim of infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right in results. However, the foregoing indemnification does not apply to the extent a Claim results from Company's negligence or willful misconduct. Contractor's duty to defend is independent of its duty to indemnify. Contractor's obligations under this Section are independent of all its other obligations under this Agreement. Contractor will use counsel reasonably satisfactory to Company to defend each Claim, and Company will cooperate with Contractor in the defense. Contractor will not consent to the entry of any judgment or enter into any settlement without Company's prior written consent, which may not be unreasonably withheld.

10. Remedy. Contractor acknowledges that any breach by Contractor of this Agreement will cause irreparable injury to Company. Accordingly, in the event of such breach or an impending breach, Company shall be entitled to obtain equitable relief from a court in addition to the right to seek damages and any other right or remedy afforded to Company by law or otherwise.

11. General Provisions.

(a) Entire Agreement; Amendment; Governing Document. This Agreement plus the attached Statement of Work set forth the entire understanding and agreement of the parties as to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties, except that amendments to Statement of Works may be agreed to via email. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement. To the extent any Statement of Work conflicts with any terms and conditions contained in an estimate or invoice prepared by the Contractor (even if the terms and conditions have been agreed to with a signature by Company), the Statement of Work will control. To the extent any Statement of Work conflicts with this Agreement, this Agreement will control.

(h) Arbitration. All disputes with respect to the interpretation of this Agreement or with respect to an alleged breach of any representation, warranty, covenant or agreement under this Agreement, shall be resolved by arbitration. Any such arbitration proceeding shall be conducted in accordance with the following procedures:

(i) The arbitration proceeding shall be governed by the rules of the American Arbitration Association (the "AAA");

(ii) The arbitrators shall be qualified by education and training to pass upon the particular matter to be decided;

(iii) There shall be one (1) arbitrator who shall be selected by the AAA from its list of qualified arbitrators and who shall have no actual or potential conflict in deciding or hearing the dispute;

(iv) The arbitration proceeding shall take place in the United States within the City of Houston, Texas;

(v) The parties hereto shall agree in advance as to the manner in which the arbitrator shall promptly hear witnesses and arguments, review documents and otherwise conduct the arbitration proceedings. All parties to the dispute shall receive notice of the subject of the arbitration, and the arbitration shall not be binding on any party with respect to any matters not specified in such notice. Should the parties to the dispute fail to reach an agreement as to the conduct of such proceedings, the arbitrator shall formulate its own procedural rules and promptly commence the arbitration proceedings;

(vi) The arbitration proceedings shall be conducted as expeditiously as possible with due consideration for the complexity of the dispute in question. The arbitration panel shall issue its decision in writing within forty-five (45) calendar days from the hearing of final arguments;

(vii) The arbitration award (which shall not include punitive damages) shall be given in writing and shall be final and binding on the disputing parties with respect to the subject matter identified in the notice called for above and shall not be subject to any appeal and shall address the question of costs of arbitration;

(viii) Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be;

(ix) The parties hereto shall not submit a dispute subject to this Section 9(i) to any U.S. federal, state, local or foreign court or arbitration association except as may be necessary to enforce the arbitration procedures of this Section 9(i) or to enforce the award of the arbitrator. If court proceedings to stay litigation or compel arbitration under the U.S. Federal Arbitration Act or similar state or foreign legislation are necessary, the party who unsuccessfully opposes such proceedings shall pay all associated costs, expenses and attorneys' fees which are reasonably incurred by any other party;

(x) The parties hereto agree that the arbitrator may award equitable remedies including specific performance; and

(xi) The parties hereto shall keep confidential any arbitration proceeding and the terms of any arbitration award.

(i) Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

(j) Headings. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter the meaning or interpretation of any provision hereof.

(k) Amendments. This Agreement may not be changed, amended, terminated or superseded orally, but only by an agreement in writing, nor may any of the provisions hereof be waived orally, but only by an instrument in writing, in any such case signed by the party against whom enforcement of any change, amendment, termination, waiver, modification, extension or discharge is sought.

(l) Tax Withholding. The Company may withhold from any amounts payable under this Agreement such Federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

(m) Waiver of Provisions. Either Party's failure to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect.

(n) Execution of Additional Instruments. Each of the parties hereto shall, at any time and from time to time hereafter, upon the reasonable request of the other, take such further action and execute, acknowledge and deliver all such instruments of further assurance as necessary to carry out the provisions of this Agreement.

(o) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

(p) Legal Counsel. *This Agreement has been prepared by the Company. The Contractor acknowledges that it has reviewed the contents of this Agreement, including all Statements of Work hereto, and fully understands their terms. The Contractor acknowledges that it is fully aware of its right to the advice of counsel, and that it has had the opportunity to seek the advice of independent counsel. The Contractor further acknowledges that neither the Company nor any of its Members have provided advice or representations to it regarding the tax consequences of this Agreement to it, and that it has been advised to seek the advice and consultation of its own personal tax advisers with respect to such tax consequences. The Contractor, by executing this Agreement, represents that it has either consulted independent legal counsel or elected not to consult such independent legal counsel.*

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by its duly authorized representative as of the date first written above.

ACCEPTED AND AGREED TO:

CONTRACTOR:

By:

(Authorized Signature)

Name:

Title:

Date:

ACCEPTED AND AGREED TO:

COMPANY:

SITEMETRIC, LLC

By:

(Authorized Signature)

Name:

Title:

Date:

Master Services Agreement Signature Page

Statement of Work No. 1
to
Master Services Agreement of Sitemetric, LLC

Date: _____

Onsite Data Control Officer Services

This STATEMENT OF WORK NO. 1 (this “SOW”), dated as of the date set forth above, is entered into by and between Company and Contractor pursuant to the Master Services Agreement between them dated as of the date hereof (the “MSA”). This SOW and the onsite data control officer services to be performed hereunder (as further described below, for purposes of this SOW, the “Services”) and this SOW are subject in all respects to the terms of the MSA. Terms used in this MSA with initial capital letters where grammatical rules would not otherwise require, and that are not otherwise defined herein, have the meanings given to them in the MSA.

1. Services. Contractor is hereby engaged by the Company to serve as an “Onsite Data Control Officer” and the Services consist of the following:

- a. Contractor will verify the badges of all personnel entering Company’s facility through the construction gate.
- b. Contractor will establish and maintain a daily badge log documenting all personnel entering the facility and the time of such persons enter through the construction gate.
- c. Contractor will compile appropriate daily safety orientation information of attending personnel and register that information into the Company’s platform.

2. Company Policies and Procedures. Without limiting the terms of the MSA, Contractor’s performance shall further be subject to all Company policies, procedures, rules, and regulations that are communicated to Contractor from time to time, which may include communication via email, posting to a Company portal, or orally.

3. Compensation. Company shall pay Contractor for the Services at the rate of \$20.00 per hour actually worked. Contractor shall receive payment weekly in accordance with Company’s standard procedures for weekly payment of independent contractors and subject to Section 2 of the MSA. Contractor is required to submit a weekly timesheet to Company no later than 12 p.m. EST on each Sunday. Payment for hours submitted are scheduled for compensation on the following Tuesday.

4. Acknowledgement of Independent Contractor Status. Contractor acknowledges that he is an independent contractor, and not an employee, of the Company and has no right or ability to participate in or receive any benefits offered by the Company to its employees, including without limitation health, disability, life, or other insurance coverage, paid leave, or participation in any Company 401(k), HSA, or similar plan.

5. Term and Termination. This SOW shall be effective upon the Parties’ execution of the MSA. This SOW is subject to Section 8 of the MSA and may be terminated in accordance with Section 8(b) thereof.