



## CORPORATE SERVICE AGREEMENT

This Agreement (“Agreement”) is effective this \_\_\_\_ day of March 2017 (the “Effective Date”) by and between GREEN BADGE, LLC d/b/a UgMO Technologies, having a place of business at 840 First Avenue, Suite 300, King of Prussia, Pennsylvania, 19406 (“UgMO”) and (“CUSTOMER”) located at \_\_\_\_\_.

**1. The UgMO Solution:** UgMO agrees to install the UgMO Soil-Sensor-System at the CUSTOMER’s property (the “Solution”) at . CUSTOMER agrees to allow the installation of the SOLUTION at the CUSTOMER site and agrees to allow UgMO reasonable access to CUSTOMER site in order to complete the installation and make adjustments to the system throughout the Term of the Agreement. UgMO agrees to warranty and service the system for the duration of the agreement. CUSTOMER also agrees to allow UgMO access to property for removal of equipment upon termination of agreement. Other than the right to use SOLUTION from UgMO as permitted by this Agreement and the limited right to use UgMO’s trademarks, CUSTOMER shall not acquire any rights to the SOLUTION or under any intellectual property contained therein and CUSTOMER shall have no right to use the trade names, trademarks or other intellectual property of UgMO. The prices and terms for the SOLUTION are as set forth below. For each SOLUTION installed, title, risk of loss, delay or damage of SOLUTION components shall remain with UgMO for the Term of the contract.

**2. All Costs of Service Agreement are considered confidential and are not to be disclosed.**

**2.1** Customer agrees to pay UgMO a **MONTHLY service fee of \$** upon completion of installation.

**2.2** The monthly service fee is due on 15<sup>th</sup> of each month.

**2.3** UgMO reserves the right to charge a monthly late payment charge of up to 1.5% (18% per annum) as permitted by Law for any accounts not paid within the terms as specified on invoice

**3. Term, Termination and Renewal:** The term of the agreement is a one year renewable agreement, effective as of the date of execution. The agreement will renew automatically unless written notice is given by either party 30 days in advance of the annual renewal date. The Agreement shall begin on the Effective Date and shall continue unless terminated by either UgMO or CUSTOMER. The Agreement will renew annually on the Effective Date as defined in Exhibit A. At all times, UgMO owns the equipment. Either party may terminate for any reason at any time.

**4. Warranty and Maintenance: **Warranty and maintenance of UgMO equipment is covered for the life of the agreement.**** UgMO represents and warrants to CUSTOMER that (i) UgMO owns all right, title, and interest in the UgMO Services, or has the authority by license, sufficient to fulfill UgMO’s obligations under this Agreement; and (ii) UgMO has the corporate power and authority to enter into and perform this Agreement. Equipment at all times is owned by UgMO.

**5. Irrigation System Maintenance:**

**5.1** CUSTOMER is responsible for the cost of any repairs to the irrigation systems (other than the components of the SOLUTION) to maintain the irrigation system in proper working condition. These repairs may include but are not limited to leaks, broken irrigation heads and irrigation valves.



**6. Indemnification:**

**6.1** UgMO agrees to indemnify, defend and hold harmless CUSTOMER, it’s successors and assigns, from and against all claims and suits brought by a third party and all associated judgments, losses, liability, damages, and costs (including reasonable attorneys’ fees), including for personal injury or property damage, caused by, arising from, or relating to the manufacture or use of the Solution, CUSTOMER’s use of the Trademarks or UgMO’s breach of this Agreement.

**6.2** CUSTOMER agrees to indemnify, defend and hold harmless UgMO, and its officers, directors, employees, divisions, affiliates, agents, successors and assigns, from and against all claims and suits brought by a third party and all associated judgments, losses, liability, damages, and costs (including reasonable attorneys’ fees), including for personal injury or property damage, caused by, arising from, or relating to the sale of the Solution, UgMO’s use of CUSTOMER trademarks, trade names or logos, or CUSTOMER’s breach of this Agreement.

**7. Entire Agreement:** This Agreement is the entire agreement of the parties and supersedes all prior or contemporaneous agreements with respect to the Solution whether oral or in writing.

**8. Applicable Law:** This Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania without regard to its conflict of laws rules.

**9. Arbitration:** All disputes arising out of or relating to this Agreement or the relationship of the parties shall be finally resolved by binding arbitration before a single arbitrator under the commercial arbitration rules of the American Arbitration Association. All arbitration proceedings shall be held in Philadelphia, Pennsylvania. The parties shall bear their own expenses in the arbitration and shall share equally the costs of the arbitrator.

UgMO Technologies

Brian Dalmass \_\_\_\_\_

President \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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Signature \_\_\_\_\_

\_\_\_\_\_

Date