

MASTER SERVICE AGREEMENT # 06022024-IZ-1

London, United Kingdom

06 Feb 2024

Corewide LLP, a legal entity organized under the laws of United Kingdom and Great Britain, represented by the CEO Igor Zotov (the “Consultant”), having its principal place of business at 71-75 Shelton Street, London, Greater London, United Kingdom, and

Champaign County Regional Planning Commission

a legal entity organized under the laws of

United States

represented by

Tyler Rainey

with registered office:

1776 E. Washington St, Urbana, IL 61802

registered company number:

Client's Company Registered Number

(the "Client").

The Consultant and the Client are hereinafter jointly referred to as the “Parties” and each separately – as a “Party”.

BACKGROUND:

WHEREAS, the Consultant offers consulting services in the field of DevOps, IT Infrastructure Operations and Automation; and

WHEREAS, the Client desires to retain the services in the field of DevOps, IT Infrastructure Operations and Automation of the Consultant (or “Services”) according to the terms and conditions herein.

NOW THEREFORE, in consideration for the mutual promises and covenants expressly represented herein, the Parties wish to enter into this Master Service Agreement (hereinafter – “Agreement”) in accordance with the terms and conditions outlined herein.

1. Term

1.1. The term of this Agreement commences on the date of conclusion hereof first mentioned in the beginning hereof and continues for a period of one (1) year (unless terminated earlier in accordance with this section).

1.2. Either Party may terminate this Agreement for any reason with 1 month written notice to the other Party.

1.3. The Consultant shall have the right to terminate this Agreement immediately upon written notice to the Client in the event of any of the following:

(1) the Client fails to pay the invoice for a continuous period of thirty (30) calendar days after the Due Date of the invoice;

1.4. Without affecting any other right or remedy available to it, either party may terminate this Agreement immediately upon written notice to the other party if:

(1) on or after the occurrence of a material or persistent breach of the obligations set out in this Agreement by the other Party, provided that if the breach is capable of remedy, the breach is not remedied within thirty (30) calendar days of receipt of notice in writing specifying the breach and requiring it to be remedied;

(2) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(3) the other Party begins a voluntarily or mandatory dissolution, or becomes insolvent.

2. Services

The detailed list of the Services to be provided by the Consultant shall be determined by the Parties in the Annexes hereto.

3. Compensation

The cost of the Services and Payment Terms are determined in the Annexes to the Agreement, which are integral parts hereof. Payment for the Services shall be made in the manner prescribed by the relevant Annex.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Services including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality

5.1. Each Party undertakes that it shall not at any time during the Term, and for a period of two (2) years after expiry or termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of such Party's Group, except as permitted in clause 5.2. Without derogation of the foregoing, each Party will treat any information which constitutes a commercial secret of the other Party as a commercial secret for so long as that information is protected under law.

5.2. Each Party may disclose the other Party's confidential information:

(1) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with requirements of this section; and

(2) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; in which case the disclosing Party shall immediately inform the other Party of such necessity and whenever possible await for and act in accordance with that other Party's guidance.

5.3. No Party shall use any other Party's confidential information for any purpose other than to exercising its rights or perform its obligations under or in connection with this Agreement.

7. Non-Solicitation of Employees

During the term of this Agreement and for 12 months thereafter, the Parties will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the other Party`s employees, or contractors for work at another company.

8. Termination or expiry and consequences

8.1. On termination or expiry of this Agreement all outstanding sums payable by the Client to the Consultant shall become due and payable within 30 days and all rights and obligations of the Parties pursuant to this Agreement shall cease.

8.2. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

9. Further assurance

Each Party shall, and shall use all reasonable endeavors to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

10. Governing laws and jurisdiction

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Illinois and the United States of America. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in the State of Illinois.

11. Entire agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or verbal, relating to its subject matter.

12. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

13. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of this Agreement. If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart. This Agreement may be signed via digital signatures by the Parties.

15. Third party rights

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

16. No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, appoint any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other Person.

17. Force majeure

17.1. Neither party will be liable for any breach of the provisions of this Agreement due to any cause beyond that Party's control including acts of god, insurrection or civil disorder, war or military operations, national or local emergency, fire, explosion, flood or the act or omission of any person for whom the Party affected is not responsible and which is beyond the affected Party's control (each an event of "Force Majeure").

17.2. The affected Party shall immediately notify the other Party of occurrence of event of Force Majeure and will use all reasonable endeavors to bring the event of

Force Majeure to an end or find a solution by which the Agreement may be performed despite the event of Force Majeure.

17.3. If the affected Party is prevented from performing its obligations for a continuous period in excess of one (1) month the non-affected Party may terminate the Agreement immediately by serving written notice on the other Party, in which case neither Party has any liability to the other except as regards: (i) rights and liabilities which have already accrued which will continue to subsist; and (ii) are expressed to continue beyond the termination of the Agreement which will so continue.

18. Notices

Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered in person or by a top-rated express courier delivery service to the address for the relevant party or via email addresses pursuant this clause.

Any notice or communication shall be deemed to have been received:

- (1) if delivered in person, at the time of signature of a delivery receipt or at the time the notice is duly and securely left at the proper address;
- (2) if sent by a top-rated express courier delivery service, at the time recorded by the delivery service of respective receipt or the first attempt thereof;
- (3) if sent via emails, at 10 am of the next business day (of the recipient) after the day of sending (irrespective of its business or holiday status).

A notice given under this Agreement is valid if sent by email only in case it is sent between the email addresses indicated hereinbelow.

The addresses for service of any notice pursuant to, or in connection with, this Agreement are:

To the Consultant:

Address: 71-75 Shelton Street, London, Greater London, United Kingdom

E-mail: legal@corewide.com, igor@corewide.com

To the Client:

Address: 1776 E. Washington St, Urbana, IL 61802

E-mail: tyrainey@ccrpc.org

or in each case to such other address or email address as the relevant Party may have notified in accordance with this section.

Corewide LLP

Igor Zotov, CEO

06 Feb 2024

Igor Zotov

Champaign County Regional Planning

Commission

Tami Ogden

15 Feb 2024

Tamara S Ogden

Signature Certificate

Reference number: 3R9WX-UELGZ-XYQUG-HWGZP

Signer

Timestamp

Signature

Igor Zotov

Email: igor.zotoff@corewide.com

Sent:

14 Feb 2024 15:50:33 UTC

Signed:

14 Feb 2024 15:50:33 UTC



IP address: 79.224.140.14

Location: Berlin, Germany

Email: togden@ccrpc.org

Sent:

14 Feb 2024 15:50:33 UTC

Viewed:

14 Feb 2024 16:39:51 UTC

Signed:

15 Feb 2024 14:05:31 UTC



IP address: 192.241.53.248

Location: Champaign, United States

Recipient Verification:

✓ Email verified

14 Feb 2024 16:39:51 UTC

Document completed by all parties on:

15 Feb 2024 14:05:31 UTC

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ANNEX # 1 to the MASTER SERVICE AGREEMENT # 06022024-IZ-1

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Corewide LLP, a legal entity organized under the laws of United Kingdom and Great Britain, represented by the CEO Igor Zotov (the “Consultant”), having its principal place of business at 71-75 Shelton Street, London, Greater London, United Kingdom, and Champaign County Regional Planning Commission

a legal entity organized under the laws of
United States

represented by
Tyler Rainey

with registered office at
1776 E. Washington St, Urbana, IL 61802

with registered company number
Client's Company Registered Number

(the "Client").

The Consultant and the Client are hereinafter jointly referred to as the “Parties” and each separately – as a “Party”, have entered into this Annex # 1 (hereinafter referred to as “The Annex”) to the Master Service Agreement # 06022024-IZ-1 (hereinafter referred to as “The Agreement”) as follows:

The Parties agreed that the Consultant shall provide to the Client the following Services with the following terms:

Service Name	Hours Max	Hourly Rate, USD
DevOps Consulting Services for migration of locally built and hosted Kubernetes applications to the Microsoft Azure Kubernetes Cloud Environment (AKS)	30 hours	100

1. The Parties agreed that extra Services can be delivered on request of the Client and will be charged according to hourly rate of 100 USD

2. Working hours will be reported on the following terms: By Invoice

By Invoice

3. The Consultant shall not deliver more than Max amount of hours without additional confirmation with the Client. The Consultant shall instantly inform the Client in case if the max threshold of the hours is reached or overpassed.

4. The Parties have agreed that the Customer shall make payments for the Services specified in the Annex to the Contract on the basis of the respective Consultant's invoice. The Consultant shall be responsible for indication of the correct bank requisites in the invoice.

5. The Client shall pay for the provided Services within 30 working days after issuance of the invoice by the Consultant.

6. The payment shall be made in US dollars.

7. All expenses in the Client's bank related to the bank transfer of funds to the Consultant's account shall be paid by the Client. All costs in the Consultant's bank related to the bank transfer of funds to the Consultant's account shall be paid by the Consultant.

8. The Parties agreed that signing of every subsequent Annex to the Agreement shall not cease the previous Annex.
9. In case of conflicts or contradictions between the same contract terms in multiple annexes, then clauses from the more recent annex are considered valid and effective.
10. This Annex is an integral part of the Agreement.
11. This Annex is executed in English in 2 counterparts, one counterpart for each Party.

Corewide LLP

Igor Zotov, CEO

06 Feb 2024

Igor Zotov

Champaign County Regional Planning

Commission

Tami Ogden

15 Feb 2024

Tamara S. Ogden

Signature Certificate

Reference number: RDAPE-YNSGQ-UV4PT-TUBWP

Signer

Timestamp

Signature

Igor Zotov

Email: igor.zotoff@corewide.com

Sent: 15 Feb 2024 09:51:13 UTC
Viewed: 15 Feb 2024 09:52:23 UTC
Signed: 15 Feb 2024 09:52:43 UTC



Recipient Verification:

✓ Email verified 15 Feb 2024 09:52:30 UTC

IP address: 79.224.140.14
Location: Berlin, Germany

Email: togden@ccrpc.org

Sent: 15 Feb 2024 09:51:13 UTC
Viewed: 15 Feb 2024 14:04:41 UTC
Signed: 15 Feb 2024 14:06:56 UTC



Recipient Verification:

✓ Email verified 15 Feb 2024 14:04:41 UTC

IP address: 192.241.53.248
Location: Champaign, United States

Document completed by all parties on:

15 Feb 2024 14:06:56 UTC

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