

Master Services Agreement

The overarching contract that governs Charbonneau Technologies' delivery of software and related services.

Document	Version	Effective date	Last updated
Master Services Agreement	1.0	August 1, 2026	July 28, 2026

ⓘ This is the current published version. The specific Master Services Agreement executed between Charbonneau Technologies and a Client is the controlling document for that engagement. Questions: doug@charb-tech.com.

This Master Services Agreement (the “**Agreement**”) is entered into by and between Charbonneau Technologies, a Georgia corporation, with a principal place of business at 113 Carney Dr., Ball Ground, GA 30107 (“**Company**,” “**we**,” “**us**,” or “**our**”), and the client identified in the applicable Order (“**Client**,” “**you**,” or “**your**”). The Company and the Client are each a “**Party**” and together the “**Parties**.” This Agreement is effective as of the date of the first executed Order that references it (the “**Effective Date**”).

1. Introduction & Parties

This Agreement establishes the general terms and conditions under which the Company provides software, implementation, hosting, monitoring, and related services to the Client. It is intended to serve as the master framework governing the relationship between the Parties. Specific services, deliverables, fees, and commercial terms are set out in one or more Orders or Statements of Work that incorporate this Agreement by reference.

In the event of a conflict between this Agreement and an Order, the Order controls with respect to the subject matter of that Order, except that changes to limitation of liability, intellectual property ownership, or confidentiality must expressly reference the section of this Agreement being modified.

2. Definitions

Capitalized terms have the meanings given below or where first defined in this Agreement.

- **“Software”** means the Company’s proprietary applications made available to the Client, including the BusinessSystem enterprise resource planning application and the CT Monitoring service, together with any updates, configurations, and customizations provided under an Order.
 - **“Services”** means the software provision, implementation, data migration, integration, hosting, monitoring, support, and professional services described in an Order.
 - **“Deployment”** means the dedicated, single-tenant instance of the Software provisioned for the Client, including its application instance and database.
 - **“Client Data”** means all data, records, and content that the Client or its authorized users submit to, or that is generated for the Client within, the Services.
 - **“Order”** or **“Statement of Work”** means a written ordering document or statement of work executed by the Parties that describes Services and references this Agreement.
 - **“Documentation”** means the user guides and materials the Company makes available describing the use of the Software.
 - **“Confidential Information”** has the meaning given in Section 9.
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3. Scope of Services

The Company will provide the Services described in each Order. Depending on the Order, Services may include:

- Provision of and access to the Software as a dedicated, single-tenant Deployment;
- Configuration and tailoring of the Software to the Client's workflows;
- Data migration from the Client's prior systems;
- Integration with third-party services such as QuickBooks Online and Microsoft Office 365 / Microsoft Graph;
- Hosting and operation of the Deployment;
- Monitoring of the Deployment through the CT Monitoring service; and
- Ongoing support and maintenance as described in the applicable Order and the [Service Level Agreement](#).

The Company may modify, update, or improve the Software from time to time, provided that such changes do not materially reduce the core functionality made available to the Client under an active Order.

4. Statements of Work & Orders

Each engagement is documented in an Order that identifies the Services, deliverables, project schedule (if applicable), fees, and any terms specific to that engagement. An Order becomes binding when signed by both Parties. Changes to an Order's scope, schedule, or fees will be handled through a written change request agreed by both Parties before the changed work proceeds.

Unless an Order states otherwise, professional-services estimates are good-faith estimates and not fixed-price commitments; the Company will notify the Client before materially exceeding an estimate.

5. Fees & Payment

The Client will pay the fees set out in each Order. Unless the Order states otherwise:

- Recurring subscription, hosting, and support fees are invoiced monthly in advance, on the first day of each month for that month;

- One-time implementation and professional-services fees are invoiced as set out in the Order (for example, on milestones or monthly in arrears);
- Invoices are due upon receipt, and in any event no later than fifteen (15) days after the invoice date;
- Late amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law; and
- Fees are exclusive of taxes; the Client is responsible for applicable sales, use, and similar taxes, excluding taxes on the Company's net income.

The Company may suspend Services for undisputed invoices that remain unpaid thirty (30) days after written notice of non-payment, without limiting its other remedies.

6. Term & Termination

This Agreement begins on the Effective Date and continues until terminated in accordance with this Section. Each Order has the term stated in it and, unless stated otherwise, renews for successive one-year periods unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.

Either Party may terminate an Order or this Agreement for material breach if the breaching Party fails to cure the breach within thirty (30) days after written notice describing it. Either Party may terminate immediately if the other becomes insolvent or ceases business operations. On termination, the Client will pay all fees accrued through the effective date of termination, and each Party's obligations regarding Client Data set out in the [Data Ownership & Security Policy](#) apply.

7. Client Responsibilities

The Client will provide reasonable cooperation to enable the Company to perform the Services, including:

- Timely access to the information, systems, personnel, and decisions the Company reasonably needs;
- Accurate and complete data for migration and configuration;
- Maintaining the confidentiality of user credentials and controlling access to the Deployment; and
- Ensuring its use of the Services complies with applicable law and the [Terms of Service](#).

The Client is responsible for the acts and omissions of its authorized users and for maintaining any third-party accounts (such as QuickBooks Online and Office 365) required for integrations.

8. Intellectual Property

The Company retains all right, title, and interest in and to the Software, the CT Monitoring service, the Documentation, and all related intellectual property, including any configurations, customizations, tools, methods, and improvements developed in connection with the Services. Subject to this Agreement and payment of applicable fees, the Company grants the Client a non-exclusive, non-transferable right to access and use the Software during the term of the applicable Order for the Client's internal business purposes.

The Client retains all right, title, and interest in and to Client Data. Nothing in this Agreement transfers ownership of the Software to the Client or ownership of Client Data to the Company. If the Client provides feedback or suggestions, the Company may use them without restriction.

9. Confidentiality

"Confidential Information" means non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including business, technical, and financial information, and Client Data. The receiving Party will use the disclosing Party's Confidential Information only to perform under this

Agreement, will protect it using at least reasonable care, and will not disclose it except to personnel and contractors with a need to know who are bound by confidentiality obligations.

Confidential Information does not include information that is or becomes public through no fault of the receiving Party, was rightfully known without restriction before disclosure, is independently developed, or is rightfully obtained from a third party. A Party may disclose Confidential Information if required by law, provided it gives reasonable notice where legally permitted.

10. Data Protection & Security

The Company will handle Client Data in accordance with the [Data Ownership & Security Policy](#) and the [Privacy Policy](#), each of which is incorporated into this Agreement by reference. Each Client Deployment is provisioned as a dedicated, single-tenant instance so that Client Data is isolated from that of other clients. The Client is responsible for determining that the Services are appropriate for the types of data it chooses to process and for obtaining any consents required for that data.

11. Warranties

The Company warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry practices, and that during an active Order the Software will perform materially in accordance with the Documentation. The Client's exclusive remedy for a breach of this warranty is for the Company to re-perform the affected Services or correct the affected Software within a reasonable time.

Except as expressly stated in this Agreement, the Services and Software are provided "as is," and the Company disclaims all other warranties, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

12. Limitation of Liability

To the maximum extent permitted by law, neither Party will be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenues, or data, arising out of or related to this Agreement, even if advised of the possibility of such damages.

Except for the excluded claims below, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the fees paid or payable by the Client to the Company under the applicable Order during the twelve (12) months preceding the event giving rise to the claim. The foregoing limitations do not apply to the Client's payment obligations, a Party's indemnification obligations, or breaches of confidentiality.

13. Indemnification

The Company will defend the Client against third-party claims alleging that the Software, as provided by the Company and used in accordance with this Agreement, infringes that third party's intellectual property rights, and will indemnify the Client for amounts finally awarded or agreed in settlement. The Client will defend the Company against third-party claims arising from Client Data or the Client's use of the Services in violation of this Agreement or applicable law, and will indemnify the Company accordingly.

Each indemnification obligation is conditioned on the indemnified Party promptly notifying the indemnifying Party of the claim, giving the indemnifying Party control of the defense, and providing reasonable cooperation.

14. Service Levels

The availability and support commitments applicable to hosted Deployments are set out in the [Service Level Agreement](#), which is incorporated into this Agreement by reference. The remedies stated in the Service Level Agreement are the Client's exclusive remedies for failure to meet the service levels described in it.

15. Force Majeure

Neither Party is liable for any delay or failure to perform (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, labor disputes, internet or utility failures, acts of government, or failures of third-party services or infrastructure. The affected Party will use reasonable efforts to mitigate the effect of the event.

16. Governing Law & Dispute Resolution

This Agreement is governed by the laws of the State of Georgia, without regard to its conflict-of-laws rules. The Parties will attempt in good faith to resolve any dispute through discussion between senior representatives before pursuing formal proceedings. Any unresolved dispute will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Cherokee County, Georgia, and each Party consents to that jurisdiction.

17. General Provisions

Independent Contractors. The Parties are independent contractors; nothing creates a partnership, joint venture, agency, or employment relationship.

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that either Party may assign it to a successor in connection with a merger, acquisition, or sale of substantially all of its assets, on notice to the other Party.

Notices. Notices must be in writing and are effective when delivered to the address or email of record for each Party, with notices to the Company sent to Charbonneau Technologies, 113 Carney Dr., Ball Ground, GA 30107, or doug@charb-tech.com.

Severability & Waiver. If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be modified to the

minimum extent necessary. A Party's failure to enforce a provision is not a waiver of its right to do so later.

Entire Agreement. This Agreement, together with the documents it incorporates and all Orders, is the entire agreement between the Parties regarding its subject matter and supersedes all prior proposals and understandings. Amendments must be in writing and signed by both Parties.

Questions about this document? Email dougc@charb-tech.com or call 678-387-7659.