

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”), dated as of the _____, 202_ (the “**Effective Date**”), is by and between [PURCHASER/COMPANY] a [TYPE OF ENTITY (E.G. CORPORATION, LLC, ETC.) AND STATE], with office address at [INSERT ADDRESS] (the “**Company**”) and the [NAME AND DETAILS FOR SELLER/VENDOR] (the “**Vendor**”). Company and Vendor may be referred to herein collectively as “**Parties**” and individually as a “**Party**.”

1. **SERVICES.**

- 1.1. Company engages Vendor, and Vendor accepts such engagement, as an independent contractor to provide certain services to Company on the terms and conditions set forth in this Agreement.
- 1.2. Vendor shall provide to Company the services (the “**Services**”) listed on a Statement of Work (the “**SOW**”).
- 1.3. Company shall not control or direct the manner or means by which Vendor performs the Services. Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services under the SOW.
- 1.4. Unless otherwise stated in the SOW, Vendor shall furnish, at Vendor’s own expense, the materials, equipment, supplies, and other resources necessary to perform the Services. Company shall provide Vendor with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services.
- 1.5. Vendor shall comply with all access rules and procedures communicated to Vendor orally or in writing by Company, including those related to safety, security, and confidentiality.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and shall continue until final acceptance of the Services by Company as specified in the relevant SOW, unless earlier terminated in accordance with Section 11 (the “**Term**”). Any extension of the Term will be subject to mutual written agreement of the Parties.

3. **FEES AND EXPENSES.**

- 3.1. As full compensation for the Services and the rights granted to Company in this Agreement, Company shall pay Vendor the fees as set forth in the relevant SOW (the “**Fees**”). Vendor acknowledges that Vendor shall be solely responsible for all federal, state, and local taxes.
- 3.2. Except as otherwise specified in the SOW, Vendor is solely responsible for any travel or other costs or expenses incurred by Vendor in connection with the performance of the Services, and Company shall not be obligated under any theory to reimburse Vendor’s costs or expenses.

- 3.3. Company shall pay all undisputed Fees within thirty (30) days after its receipt of a valid invoice submitted by Vendor in accordance any specific requirements in the relevant SOW. Interest shall apply to late payments of undisputed amounts at a rate of one and a half percent (1.5%) from the date due until the date paid. In the event of a dispute regarding Fees, Company will advise Vendor of the nature of the dispute and the amounts disputed within thirty (30) days of receipt of a valid invoice. No late interest or other charges shall apply to Fees disputed in good faith. The Parties shall work together to resolve the dispute as soon as practicable. Any fees paid under this Agreement shall be non-refundable unless otherwise specified in the relevant SOW.
- 3.4. Upon ten (10) days' written notice to Company, Vendor may suspend without further notice or liability any performance under this Agreement until such payment is received by Vendor. If Company fails to pay any such amount following a subsequent ten (10) days' notice, Vendor may terminate all or a portion of the Services without further notice or any liability. Vendor may further engage the services of a collection agent to recover non-payment at Vendor's cost and interest shall apply to any late payments.

4. **RELATIONSHIP OF THE PARTIES.**

- 4.1. Vendor is an independent contractor of Company. This Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Vendor and Company for any purpose. Vendor has no authority (and shall not hold himself/herself out as having authority) to bind Company, and Vendor shall not make any agreements or representations on Company's behalf without Company's prior written authorization.
- 4.2. Without limiting Section 4.1, neither Vendor nor its employees will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Company to its employees. Company shall not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Vendor's behalf. Vendor shall be responsible for, and shall indemnify Company against, any and all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Vendor in connection with the performance of the Services shall be Vendor's employees or contractors, and Vendor shall be fully responsible for them and fully indemnify Company against any claims made by or on behalf of any such employee or contractor against Company, its shareholders, directors, officers, employees, agents and contractors.

5. **INTELLECTUAL PROPERTY RIGHTS.**

- 5.1. Vendor hereby irrevocably assigns to Company, for no additional consideration, Vendor's entire right, title, and interest throughout the world in and to all results and proceeds of the Services performed under this Agreement, including but not limited to the deliverables set out in the SOW (collectively, the "**Deliverables**") and

all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the Services or other work performed in connection with the Services or this Agreement (collectively, and including the Deliverables, "**Work Product**"), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.

- 5.2. To the extent any copyrights are assigned under this Section 5, Vendor irrevocably waives in favor of Company, to the extent permitted by applicable law, any and all claims Vendor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all Work Product to which the assigned copyrights apply.
- 5.3. Vendor shall make full and prompt written disclosure to Company of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets. Vendor shall not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of Company. Any patent application or application for registration of any Intellectual Property Rights in any Work Product that Vendor may file during the Term or within one year thereafter will belong to Company, and Vendor hereby irrevocably assign to Company, for no additional consideration, Vendor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.
- 5.4. Upon the reasonable request of Company, during and after the Term, Vendor shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be reasonably necessary to assist Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event Company is unable, after reasonable effort, to obtain Vendor's signature on any such documents, Vendor hereby irrevocably designate and appoint Company as Vendor's agent and attorney-in-fact, to act for and on Vendor's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if Vendor had executed them. Vendor agrees that this power of attorney is coupled with an interest.
- 5.5. Notwithstanding Section 5.1, to the extent that any of Vendor's preexisting materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, Vendor hereby grants to Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish,

reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. Company may assign, transfer, and sublicense such rights to others without Vendor's approval.

- 5.6. As between Vendor and Company, Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Vendor by Company ("**Company Materials**"), and all Intellectual Property Rights therein. Vendor has no right or license to reproduce or use any Company Materials except solely during the Term to the extent necessary to perform Vendor's obligations under this Agreement. All other rights in and to Company Materials are expressly reserved by Company. Vendor has no right or license to use Company's trademarks, service marks, trade names, logos, symbols, or brand names.
- 5.7. Vendor shall require each of Vendor's employees and contractors to execute written agreements containing obligations of confidentiality and non-use and assignment of inventions and other work product consistent with the provisions of this Section 5 prior to such employee or contractor providing any Services under this Agreement.

6. **CONFIDENTIALITY.**

- 6.1. Each Party (a "Receiving Party") acknowledges that it will have access to information that is treated as confidential and proprietary by the other Party (a "Disclosing Party"), including, without limitation, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the other Party, its affiliates, and their suppliers or customers, in each case whether spoken, written, printed, electronic, perceived upon visual inspection, or in any other form or medium (collectively, the "**Confidential Information**"). Any Confidential Information that a Party accesses or develops in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. Each Receiving Party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Disclosing Party, and not to use any Confidential Information for any purpose except as required in the performance of the Services. A Receiving Party shall notify the Disclosing Party without undue delay in the event it becomes aware of any loss or unauthorized disclosure of the other Party's Confidential Information.
- 6.2. Confidential Information shall not include information that:
 - 6.2.1. is or becomes generally available to the public other than through a Party's breach of this Agreement;
 - 6.2.2. can be shown by documentation to have been independently developed by a Receiving Party without use of any of the Disclosing Party's Confidential Information; or

6.2.3. is received by Receiving Party from a third party that had no confidentiality obligations with respect to such information to Disclosing Party.

6.3. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to a valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. Receiving Party agrees to provide written notice of any such order to an authorized officer of the Disclosing Party as soon as possible but, in any event, sufficiently in advance of making any disclosure to permit Company to contest the order or seek confidentiality protections, as determined in Company's sole discretion. Receiving Party shall reasonably cooperate with and assist Disclosing Party in all such efforts to contest the order or seek confidentiality protections.

6.3.1.1. Notice of Immunity Under the Defend Trade Secrets Act of 2016 ("DTSA"). Notwithstanding any other provision of this Agreement, Receiving Party will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law; or, is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

6.3.1.2. If Receiving Party files a lawsuit for retaliation by Disclosing Party for reporting a suspected violation of law, Receiving Party may disclose Disclosing Party's trade secrets to Vendor's attorney and use the trade secret information in the court proceeding if Receiving Party: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

6.4. Notwithstanding any other provision of this Agreement, Receiving Party shall have the right, at any time during or after the term of this Agreement, to disclose, publish, disseminate, and use general ideas, concepts, know-how, and techniques contained in or derived from Disclosing Party's Confidential Information that are acquired and retained solely in, and Receiving Party first reduces to tangible form solely from, the unaided memories of Receiving Party's representatives who have had access to the Disclosing Party's Confidential Information under this Agreement ("Residual Information"), subject to Receiving Party's obligation of nondisclosure under this Agreement. Nothing in this Section grants to the Receiving Party any right or license to or under Disclosing Party's trade secrets or other intellectual property or valid rights in any patents, trade secrets, copyrights, or trademarks.

7. DATA PRIVACY AND SECURITY

7.1. "Personal Information" ("PI") is any information, in any form, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

- 7.2. In the event that sharing of any PI is necessary, the Parties agree that each Party will comply with all applicable federal, state and international laws, rules, regulations, and directives regarding the collection, use, disclosure, and/or processing of personal information pursuant to the Agreement, including but not limited to Regulation EU 2016/679 (“**GDPR**”) and the California Consumer Privacy Act (“**CCPA**”) (collectively, “**Data Protection Laws**”) and that each Party will comply with their respective obligations thereunder to maintain the confidentiality of any PI in accordance with applicable law. Both Parties shall ensure that they each have in place appropriate technical, physical and organizational security measures to protect all PI disclosed, created and discovered in connection with and in furtherance of the Services.
- 7.3. Vendor shall not transfer Company’s PI across any country border unless (a) the transfer is strictly unavoidable for the proper performance of the Services, and (b) Vendor first notifies Company in writing prior to any such transfer. Where the Services involve the transfer of PI from any European Economic Area (EEA) Member State, the United Kingdom or Switzerland to any country or recipient (other than a subprocessor) not recognized by the European Commission as providing an adequate level of protection for PI, the applicable standard contractual clauses for the Transfers of Personal Data – Controller to Processor published by Commission Implementing Decision (EU) 2021/915, dated 4 June 2021, as may be amended from time to time (the “**Standard Clauses**”), will apply and are hereby incorporated by reference into this Agreement. For purposes of the Standard Clauses, (a) Company will act as the data exporter and Vendor will act as the data importer and “service provider” as set out in the California Consumer Privacy Act (1798.100); (b) any subprocessors (as defined under GDPR) will be subject to Clause 11 (Sub-processing) of the Standard Clauses; (c) Appendix 1 of the Standard Clauses will be populated with the information set forth in the relevant Service Agreement; and (d) Appendix 2 of the Standard Clauses will be populated with Annex 2 (Security Requirements). If the Standard Clauses are amended or replaced from time to time, then the foregoing Standard Clauses and Appendix references will be deemed updated as appropriate. To the extent that there is a conflict between this Agreement and the Standard Clauses, the Standard Clauses will prevail. In the event that the Standard Clauses or other applicable transfer mechanisms become invalid, they will be replaced with other valid instruments prescribed by applicable Data Protection Laws.
- 7.4. If Vendor collects or uses Company PI or Confidential Information, Vendor shall immediately notify Company within forty-eight (48) hours in the event of any of the following: (i) a known or suspected breach of security of a system or database used by Vendor that contains Company PI or Confidential Information; (ii) the detection of suspicious activity relating to Company PI or Confidential Information; (iii) suspected or actual loss or theft of any such data; or (iv) access by any unauthorized third party to such data (collectively, a “**Security Incident**”), and will furnish all available information and assistance to Company regarding such Security Incident sufficient for Company to evaluate the likely consequences and any legal or regulatory requirements arising out of the Security Incident. Notification must include full details of any Security Incident relating to the security of Company PI or Confidential Information. Vendor shall use its best efforts to immediately terminate any Security Incident, and must do all such acts and things reasonably necessary to

remedy or mitigate the effects of the Security Incident and continuously update Company on developments relating to the Security Incidents. Vendor shall not allow any Security Incident to persist for any amount of time or for any reason except as required by law, or as deemed reasonably necessary by Vendor to determine the identity of the perpetrator and to stop such Security Incident from continuing.

- 7.5. Vendor shall promptly notify Company regarding (a) any legally binding request for disclosure of Company's PI by a law enforcement authority unless otherwise prohibited to do so; and (b) any request received directly from a data subject and refrain from responding to the request unless and until authorized or requested by Company to do so.

8. REPRESENTATIONS AND WARRANTIES.

- 8.1. Each party represents and warrants that:

- 8.1.1. They have the full right, power and authority to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of their respective obligations pursuant to this Agreement;

- 8.1.2. Entering into this Agreement and performance of rights and obligations hereunder do not and will not conflict with or result in any breach or default under any other agreement to which a Party is subject; and

- 8.1.3. Each Party shall perform their rights and obligations under this Agreement in compliance with all applicable foreign, federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform or receive the Services and further is not based or conducting operations in any location that is specified in the list of sanctioned countries created and compiled by the government of the United States of America, Department of Treasury, Office of Foreign Asset Controls.

- 8.2. Vendor represents and warrants that:

- 8.2.1. Vendor and its employees and/or contractors have the required skills, experience, and qualifications to perform the Services, Vendor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and Vendor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

- 8.2.2. Notwithstanding the obligations of sub-section 8.1.4, Vendor shall (1) comply with the rules, restrictions, requirements and definitions of applicable Data Protection Laws, including without limitation the GDPR and CCPA; and (2) refrain from taking any action that (a) would cause any transfers of PI to or from Company to qualify as a sale of personal information under applicable Data Protection Laws, (b) violate any other applicable laws, regulations, regulatory requirements, and codes of practice in connection with its data processing obligations under this Agreement, and (c) would cause, or permit to be done,

anything which may cause or otherwise result in a breach by Company any of the foregoing;

8.2.3. The Deliverables shall conform with the specifications as expressly set out in the applicable SOW and Vendor shall repair or replace any nonconforming Deliverables within thirty (30) days of Vendor's receipt of Company's written notice and at no further charge as Company's sole and exclusive remedy provided that Company provides Vendor with written notice within thirty (30) days of Vendor's delivery of Deliverables stating the specific nonconformity(s) Company has identified; and

8.2.4. All Work Product is and shall be Vendor's original work (except for material in the public domain or provided by Company) and does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity.

9. INDEMNIFICATION

9.1. Vendor shall defend on a current basis, indemnify, and hold harmless Company and its affiliates and their respective officers, directors, shareholders, employees, agents, successors, and assigns (collectively, "**Company Indemnitees**") from and against all claims, demands, causes of action losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind or nature (including reasonable attorneys' fees) arising out of or in connection with:

9.1.1. bodily injury, including death, of any person, personal and advertising injury (as defined in standard Commercial General Liability policies), or damage to real or tangible personal property due to any act or omission of Vendor, its employees or contractors;

9.1.2. any allegation of intellectual property infringement or violation of trade secrets in connection with the Work Product or services delivered or anticipated to be delivered by Vendor in connection with the Services subject to Section 9.5 below;

9.1.3. any allegation by or on behalf of an employee, agent or contractor of Vendor the right to receive benefits under the employee benefit programs (including, without limitation, insurance, paid leave, workers' compensation, or any similar rights or benefits) offered by Company to its employees;

9.1.4. any claim of discrimination or harassment brought by an employee, agent or contractor of Company to the extent resulting from the conduct of Vendor's employees, agents or contractors; and

9.1.5. Vendor's breach of any representation, warranty, or obligation under this Agreement.

9.2. Company Indemnitees will provide prompt notice of any claim for which indemnification is or may be sought; provided, however, that failure to provide such notice will not diminish Vendor's indemnification obligations except to the extent

Vendor is actually prejudiced by a delay in notice. Vendor may appoint counsel reasonably acceptable to Company Indemnitees to provide the defense of any claim for which indemnification is sought, as long as the defense is provided in a manner not adverse to Company Indemnitees. If Company Indemnitees assume their own defense either because of a conflict of interest or because Vendor fails to do so, Vendor shall remain responsible for reimbursing the costs of the defense, including any settlement or judgment.

- 9.3. Neither Party may settle any claim or demand that is subject to the indemnification obligations set forth in Section 9.1 without the other Party's consent, which consent may not be unreasonably withheld or denied.
- 9.4. In satisfaction of Vendor's indemnification obligations to Company Indemnitees, Company may (in whole or in part) withhold any payments for Fees due to Vendor by way of deduction of Company Indemnitees' defense expenses, including the amount of any settlement or judgment, for which Vendor owes indemnification.
- 9.5. Vendor shall provide indemnification under Section 9.1 except to the extent based on: (a) Company's use of Work Product or deliverables in a manner not reasonably contemplated by Vendor; (b) Company's use of Work Product or deliverables in combination with other products, equipment, software or data not supplied by or reasonably contemplated by Vendor; (c) Company's continued use Work Product or Services provided by Vendor after Vendor notifies Company of the claim of infringement and offers an alternative solution that is reasonably acceptable to Company; and (d) Vendor's compliance with Company's written instructions in performing the Services

10. **LIMITATION OF LIABILITY**

- 10.1. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VENDOR PURSUANT TO THIS AGREEMENT.
- 10.3. Section 10.1 and Section 10.2 shall not apply to:

- 10.3.1. damages or other liabilities to the arising from or in connection with a Party's failure to comply with its obligations under Section 5 (Intellectual Property Rights);
- 10.3.2. damages or other liabilities arising from or in connection with a Party's failure to comply with its obligations under Section 6 (Confidentiality);
- 10.3.3. a Party's indemnification obligations under Section 9 (Indemnification);
- 10.3.4. damages or other liabilities arising from or connected with the gross negligence, willful misconduct, or violation of law by a Party, its employees or contractors;
- 10.3.5. death or bodily injury or damage to real or tangible personal property arising from or in connection with the negligent acts or omissions of a Party, its employees or contractors;
- 10.3.6. any Fees rightfully due and owing to Vendor under this Agreement.

11. TERMINATION.

- 11.1. Either Party may terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. In the event of termination pursuant to this clause, Company shall pay Vendor [FOR FIXED FEES, "on a pro-rata basis" OR FOR TIME AND MATERIALS, "any Fees then due and payable for Services completed and accepted"] up to and including the date of such termination.
- 11.2. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party's failure to cure such breach within fifteen (15) days after receipt of written notice of such breach.
- 11.3. Within five (5) days after expiration or termination of this Agreement for any reason, or at any other time during the Term within five (5) days of Company's written request, Vendor shall:
 - 11.3.1. deliver to Company all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided by Company for Vendor's use;
 - 11.3.2. deliver to Company all tangible documents and other media, and all copies thereof, containing, reflecting, incorporating, or based on Company Confidential Information, including Company PI ;
 - 11.3.3. permanently erase all Company Confidential Information and PI from Vendor's computer systems and phone systems; and
 - 11.3.4. certify in writing to Company that Vendor has complied with the requirements of this Section 11.3.

Notwithstanding anything to the contrary in this Section 11.3, Vendor may retain only that Company Confidential Information and PI necessary to comply with law and to fulfill internal record keeping requirements.

- 11.4. The terms and conditions of Sections 4 through 17 of this Agreement shall survive the expiration or termination of this Agreement.
12. **OTHER BUSINESS ACTIVITIES.** Vendor may be engaged in any other business, trade, profession, or other activity while providing services to Company; provided, however, that Vendor must comply with all terms and conditions of this Agreement.
13. **ASSIGNMENT.** Vendor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Company's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Company may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.
14. **REMEDIES.** In the event Vendor breaches or threatens to breach Section 6 or Section 13 of this Agreement, Vendor acknowledges and agrees that Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief restraining such breach or threatened breach from any court of competent jurisdiction and that money damages would not afford an adequate remedy, without the necessity of showing any actual damages and of posting any bond or other security. This equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief.
15. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement and all related documents including all SOWs and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, strict liability or statute are governed by and construed in accordance with the laws of the State of **[INSERT]**, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the State of **[INSERT]**.
16. **MISCELLANEOUS.**
 - 16.1. Vendor shall not export, directly or indirectly, any technical data acquired from Company, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.
 - 16.2. All notices, requests, consents, claims, demands, waivers, and other communications (each, a "**Notice**") shall be in writing and addressed to the applicable Party at the address set forth on the signature page of this Agreement (or to such other address that may be designated by such Party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each

case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving Party has received the Notice; and (b) the Party giving the Notice has complied with the requirements of this Section.

- 16.3. This Agreement, together with any other documents incorporated by reference and related exhibits and SOWs, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 16.4. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by both Parties, and any of the terms thereof may be waived only by a written document signed by the party waiving compliance.
- 16.5. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 16.6. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date indicate below.

[COMPANY NAME]

[VENDOR NAME]

By:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

: _____

: _____

Email: _____

Email: _____

—

—

Date: _____

Date: _____

—

—

STATEMENT OF WORK NO. [INSERT]

This Statement of Work (this “SOW”) is by and between [PURCHASER/COMPANY] a [TYPE OF ENTITY (E.G. CORPORATION, LLC, ETC.) AND STATE], with office address at [INSERT ADDRESS] (the “Company”) and the [NAME AND DETAILS FOR SELLER/VENDOR] (the “Vendor”). Company and Vendor may be referred to herein collectively as “Parties” and individually as a “Party.”

1. **MASTER SERVICES AGREEMENT.** The terms and conditions of the Master Services Agreement (“MSA”) executed by the Parties as of [INSERT EXECUTION DATE] shall apply to this SOW. In case of conflict between the terms and conditions of the MSA and this SOW, the terms and conditions of this SOW shall govern.

2. SERVICES AND DELIVERABLES

2.1. [DESCRIBE SERVICES AND DELIVERABLES, INCLUDING SCOPE AND ANY MILESTONES, AS WELL AS REQUIRED OBLIGATIONS OF COMPANY TO PROVIDE INFORMATION OR PHYSICAL RESOURCES TO VENDOR]

3. **TERM.** Vendor shall perform the Services starting [INSERT START DATE] until [INSERT END DATE OR SPECIFY “UNTIL COMPLETED”].

4. FEES AND PAYMENT SCHEDULE

4.1. [INSERT FEES, INCLUDING WHETHER FIXED PRICE OR TIME AND MATERIALS, AND SCHEDULE AND PAYMENT BREAKDOWN IF PROGRESS PAYMENTS WILL BE MADE].

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the last date indicate below.

[COMPANY NAME]

[VENDOR NAME]

By:

By:

Name _____
:

Name _____
:

Its: _____

Its: _____

Date: _____

Date: _____

—

—