



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is made and entered into as of **<Enter date of agreement>** (the "Effective Date"), by and between **< Enter Customer Name>** ("Customer"), a **<Enter State of Incorporation>** having its headquarters place of business at **<Enter Customer Address>** , and **The Bleecker Consulting Group, LLC** ("Provider"), a Florida Limited Liability Company with its headquarters place of business at **1440 Coral Ridge Dr., Suite 152, Coral Springs, FL 33071**.

**WHEREAS**, Provider has certain specified knowledge and experience as a **Management and Technology Consulting firm** which Provider is willing to make available to Customer; and

**WHEREAS**, Customer desires to retain Provider, and Provider is willing to furnish to Customer certain services at such times and in such quantities as Customer may require; and

**WHEREAS**, To avoid having to resolve questions of conflicting terms and conditions, including compensation, each time Customer places an order with Provider, the parties are willing to enter into this Agreement that sets forth the terms and conditions, including compensation, that will govern all such transactions between Customer and Provider.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

### 1. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and continue in perpetuity ("Term") until terminated pursuant to this Agreement's Article on Termination and Cancellation.

### 2. SERVICES

2.1 Services: The term "Services" means those services described in Orders (as defined in Section 5) issued by Customer under this Agreement. Customer agrees to retain Provider to perform the Services and Provider agrees to perform the Services in accordance with the terms and conditions of this Agreement and the specifications, performance standards and schedules set forth in the applicable Order. The terms and conditions of this Agreement shall apply to all Orders placed by Customer. Any estimate or forecast furnished to Provider by Customer before or during the Term does not constitute a commitment of any kind.

2.2 Deliverables - Provider shall prepare and submit to Customer such documentation as may be set forth in each Order. All drawings, specifications and other required work products prepared and furnished by Provider to Customer must be free of errors, omissions and deficiencies.

### 3. INDEPENDENT CONTRACTOR

3.1 Independent Contractor: It is expressly understood and agreed that Provider is engaged in an independent business and will perform its obligations under this Agreement as an independent contractor and not as an agent, employee, partner or joint employer of Customer. Provider represents and warrants that it is an employer subject to and shall comply with all applicable unemployment compensation statutes, occupational safety and health statutes and any other applicable federal, state and local laws, rules and regulations, including the procurement of permits and licenses when required, and shall be responsible for withholding and payment of any payroll taxes and contributions, including, without limitation, federal, state, and local income taxes, FICA, FUTA and state unemployment, workers' compensation and disability insurance. Provider shall be responsible for the acts, errors, omissions and conduct of its employees, agents, subcontractors and any other person, under Provider's control, who contributes to the performance of Provider's obligations under this Agreement ("Provider's Representatives").

3.2 Provider's Employees: Provider acknowledges and agrees that Customer shall have no responsibility or liability for treating Provider's Representatives as employees of Customer for any purpose. Neither Provider nor any of Provider's Representatives shall be eligible for coverage or to receive any benefit under any Customer-provided workers' compensation, employee plan or employee compensation arrangement, including, without limitation, any and all medical and dental plans, bonus or incentive plans, retirement benefit plans, stock plans, disability benefit plans, life insurance and any and all other such plans or benefits.

3.3 Subcontractors.

3.3.1 All services performed for Provider by a subcontractor in connection with this Agreement shall be pursuant to an appropriate agreement between Provider and the subcontractor which shall contain a provision that requires that such services be performed in accordance with the requirements of this Agreement. No subcontract between Provider and any subcontractor shall relieve Provider from any of its obligations or liabilities under this Agreement. Nothing in this Agreement or any subcontract shall create any contractual relationship between Customer and a subcontractor or any obligation on Customer's part to pay, or be responsible for the payment of, any sums to any subcontractor.

#### 4. **COMPENSATION**

4.1 Compensation for Services: Provider will be compensated in accordance with the agreed upon compensation specified in each Order.

4.2 Reimbursable Expenses: If an Order specifically allows for the reimbursement of expenses, Customer will pay Provider for the actual and necessary expenses reasonably and properly incurred by Provider in connection with performance of the Services, all without any increase, mark-up, burden or uplift.

4.2.1 All requests for reimbursement for travel-related expenses must be accompanied by an invoice in accordance with Section 7 and documentation in form and detail sufficient to meet the requirements of the taxing authorities with respect to recognition of business-related travel expenses for corporate tax purposes.

#### 5. **ORDER PLACEMENT AND ACCEPTANCE**

5.1 Order Placement: Customer may order Services on a task-by-task basis during the Term of this Agreement. Each discrete service performed by Provider must be authorized separately in writing (an "Order"), utilizing a Purchase Order or such other format as may be agreed to by Customer and Provider.

Provider will not be compensated for the performance of Services not authorized by a properly executed Order. Each Order must, at a minimum, specify the following:

- Scope, Services and deliverables to be provided by Provider;
- Schedule for commencement and completion of the Service;
- Provider's compensation for performance of the Service

5.2 Order Acceptance: Provider's acknowledgment, receipt or commencement of performance of any Order is deemed an acceptance of that Order in accordance with the terms contained in that Order and the applicable provisions of this Agreement. No other terms are effective unless specifically accepted by Customer and Provider in a separate writing signed by the parties' respective designated representative. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any Order or invoice issued in connection with this Agreement, the terms and conditions set forth in the Agreement will control.

5.3 Acceptance of Services/Deliverables: All Services or Deliverables provided or delivered to Customer for approval will be deemed accepted if within five (5) business days after delivery Customer has not provided written notice identifying specifically any basis for not approving the work product.

## 6. CHANGE ORDERS

- 6.1 Order Changes: Customer may make reasonable changes to the scope of an Order by providing written notice to Provider. If Provider believes that an adjustment to Provider's compensation or the schedule is justified as a result of a Customer-directed change, Provider must immediately notify Customer in writing and provide substantiating documentation in a form acceptable to Customer for the adjustment within ten (10) calendar days of the notice. Any adjustment agreed to by the parties must be reflected in a written change order to the applicable Order signed by Customer and Provider. Provider must continue with performance of the Order while any request for adjustment is pending. Provider waives its rights to any adjustments not requested in accordance with this Article.

## 7. INVOICING AND PAYMENT

- 7.1 Invoices: Provider shall submit invoices to Customer's address set forth in each Order for Services received and accepted by Customer during the preceding month. All invoices must be submitted in the format specified in Customer's Order or as otherwise specified by Customer. Customer may request duplicate invoices on specified electronic media. The invoice must contain the following information:

- Description of Services/deliverables completed during the invoice period;
- Any supporting documents as may be required; and
- Itemization of all Reimbursable Expenses incurred and due under the compensation terms of the Order.

- 7.2 Timing of Payments: Customer shall pay Provider in accordance with the terms of Net 30 after receipt of a correct invoice from Provider. Failure to submit a proper and complete invoice may result in delay of payment. Before making payment to Provider, Customer may require satisfactory proof that all parties furnishing labor or materials to Provider in connection with the Services have been paid.

- 7.3 Payment Terms and Collection Costs: All payments shall be made in United States Dollars by check, or by such other method as permitted by Provider, to an account designated by Provider. Amounts not paid when due shall be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. You shall be liable for any costs, fees, and expenses incurred by Provider in the collection of any amounts due for each Order.

- 7.4 Changes to Payment Terms: Payment terms may only be modified on individual Orders where they are specifically set forth in conjunction with a specific acknowledgment signed by both parties.

## 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1 Provider represents and warrants to Customer as follows:

8.1.1 Performance of the Services and compliance with this Agreement do not breach or conflict with any other agreement, whether written or oral, entered into by Provider.

8.1.2 The person signing this Agreement on behalf of Provider has the power and authority to execute this Agreement.

8.1.3 Provider represents and warrants to Customer that any Work Product (as defined in Section 9) or material or any part thereof, and the sale and/or use of them, does not and will not infringe any patent issued under the laws of the United States, any copyright, trade secret right and other proprietary right of any third party.

- 8.2 Provider covenants to Customer as follows:

8.2.1 During the term of this Agreement, Provider shall not enter into any other agreement, whether written or oral, that would conflict with Provider's performance of the Services and its other obligations hereunder.

8.3 Compliance with Laws and Regulations:

8.3.1 Provider warrants that all goods, services and equipment supplied pursuant to this Agreement will comply with all applicable federal, state or local laws, codes, ordinances, regulations, rules, standards, requirements or orders, including but not limited to the Occupational Safety and Health Act of 1970, as amended, and the regulations promulgated thereunder (collectively, the "Act") and state plans implemented under the Act, to the extent applicable to such goods, services and equipment.

**9. OWNERSHIP OF WORK PRODUCT**

9.1 Ownership: Provider acknowledges and agrees that all right, title and interest in and to any work product, including, but not limited to, any reports, drawings, photographs, data and specifications, whether stored on paper, computer disks or otherwise, software programs, derivative works, discovery, invention, patent, knowhow or improvement (together, the "Work Product") which may be conceived, created or developed as a result of or in connection with the Services shall be jointly owned by the parties.

9.2 Ownership of Deliverables; License Grant. Subject to payment by Customer to Provider of amounts due hereunder, Provider will grant to Customer the rights as specified below. To the extent the Deliverables contain any Confidential Information, Provider Proprietary Item(s), and/or Third- Party Product, such Confidential Information, Provider Proprietary Item(s), and/or Third-Party Product will continue to be subject to the terms and conditions of this Agreement.

9.3 Provider's Proprietary Items: For purposes of this Section 9, "Provider's Proprietary Items" means any of Provider's materials, computer programs, software, other property or Intellectual Property Rights existing at the commencement of any Services for Customer and/or developed for or by Provider independently of the Services performed for Customer. To the extent the Provider Proprietary Items are incorporated into a Deliverable, as defined in Section 2.2 hereof, Customer is hereby granted a non-exclusive, perpetual, world-wide, non-transferable, fully paid-up license (the "License") to disclose, use, copy, modify, adapt, translate, transmit, sublicense, distribute and/or redistribute (other than to Provider's competitors), and make, have made, and prepare derivative works of such Provider's Proprietary Items for purposes of Customer's internal business operations only. Provider's Proprietary Items shall, at all times, be subject to Section 11 hereof. The License granted hereby does not apply to any Provider's Proprietary Items that are not incorporated into a Deliverable. Except for the license thus granted, Customer shall have or obtain no rights in Provider's Proprietary Items or in any modifications or enhancements to them or in any derivative work (within the meaning of 17 U.S.C. § 101) thereof .

9.4 Deliverables (joint ownership): Except for Provider's Proprietary Items, Provider and Customer will jointly own the Deliverables, including without limitation each having the right to use, make, have made, market, distribute, sell, copy, modify, license and prepare derivative works of such Deliverables, all without any liability or obligation to account to the other; provided, however, that each party will provide at least twenty (20) days' notice to the other party prior to filing any trademark or copyright registration or patent application with respect to the Deliverables. Each party hereby retains or assigns to the other party such rights, title and interests in the Deliverables and related intellectual property rights so as to provide each party with joint ownership of the Deliverables. The parties will cooperate in all reasonable respects with the respect to the filing such registration or application. The parties acknowledge and agree that being a joint-owner of the Deliverable does not confer any ownership in any derivative of Deliverable developed by the other party.

**10. INDEMNIFICATION**

10.1 General Indemnification: Each party shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the other party, its directors, officers, employees, agents, partially or wholly owned subsidiaries, successors and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees and expenses (including, without limitation, reasonable attorney's fees and expenses), directly or indirectly arising out of or in connection with the performance of the Services and this

Agreement by Provider and/or Provider's Representatives, including, but not limited to, those arising out of or connected with (i) income tax withholding, employment taxes, contributions, accounting services related to any tax inquiry, insurance and employment benefits and (ii) injury to or death of persons (including, without limitation,

Provider's employees) and damage to property, regardless of any concurrent or contributory negligence, whether active or passive, or strict liability of such indemnified parties, except those caused by the sole negligence or willful misconduct of such indemnified parties.

## 11. CONFIDENTIAL INFORMATION

- 11.1 Definitions and Obligations: During the Term, either party (the "Disclosing Party") may disclose to the other (the "Receiving Party"), orally or in writing, or the Receiving Party may otherwise obtain, through observation or otherwise, Confidential Information (as defined below) of the Disclosing Party. During the Term and for a period of five years thereafter, the Receiving Party must: (i) keep and cause all of its subcontractors to keep all Confidential Information strictly confidential; (ii) restrict the use of Confidential Information to the intended purpose of this Agreement; and (iii) limit dissemination of Confidential Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this Article. "Confidential Information" shall mean all information unless specifically identified as "non-confidential," including, but not limited to, all of either parties confidential or proprietary information, trade secrets, data, know-how, formulas, designs, drawings, photographs, documentation, forms of software or electronic media, equipment, processes, ideas, methods, concepts, facilities, construction plans and specifications, research, development, and business and financial information.
- 11.2 Exclusions: The Receiving Party shall have no obligation of confidentiality and non-use with respect to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the Receiving Party, (ii) is obtained from a third party who had the legal right to disclose the information to the Receiving Party or (iii) the Receiving Party already possesses as evidenced by the Receiving Party's written records predating receipt thereof from the Disclosing Party. In the event the Receiving Party becomes legally compelled to disclose any Confidential Information, it shall immediately provide the Disclosing Party with notice thereof prior to any disclosure, shall use its best efforts to minimize the disclosure of any Confidential Information, and shall cooperate with the Disclosing Party should it seek to obtain a protective order or other appropriate remedy.
- 11.3 Return of Confidential Information: The Receiving Party must return all Confidential Information in tangible form, including, but not limited to, all copies, translations, interpretations and adaptations thereof, immediately upon request by the Disclosing Party or upon completion of Provider's performance of the Services.

## 12. TERMINATION AND CANCELLATION

### 12.1 Termination

12.1.1 Right to Termination: Customer shall have the right, at any time, to terminate, with or without cause, this Agreement or any Order, in whole or in part, by written notice to Provider specifying the date of termination. On the date stated, Provider shall (i) discontinue, and cause its subcontractors to discontinue, performance of the Services, (ii) preserve Services in progress, completed Services and the data resulting from such Services, (iii) take all reasonable steps to mitigate any additional expenses or costs and (iv) turn over in progress Work Product and Services.

12.1.2 Compensation: In the event of such termination, Provider shall be entitled to compensation and reimbursable expenses in accordance with the terms of this Agreement for Services actually and satisfactorily performed up to the date of termination. Provider shall be paid within thirty (30) calendar days of Customer's receipt of a complete invoice for such unpaid Services. Provider shall not be entitled to any other compensation in connection with Customer's termination for convenience, and in no event shall Customer be liable to Provider for any direct, indirect, special or consequential damages, lost profits, penalties or costs arising out of any termination.

## 13.0 LIMITATIONS OF LIABILITY

- 13.1 Force Majeure: Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause

or condition beyond such party's reasonable control (including, but not limited to: fire, explosion, earthquake, storm, flood, wind, drought and act of God or the elements; court work order; act, delay or failure to act by civil, military or other governmental authority; strike, lockout, labor dispute, riot, insurrection, sabotage and war; unavailability of required parts, materials or other items; and act, delay or failure to act by the other party or any third party); provided that such party uses its best efforts to promptly overcome or mitigate the delay or failure to perform. Any party whose performance is delayed or prevented by any cause or condition within the purview of this Section will promptly notify the other party thereof, the anticipated duration of the delay or prevention, and the steps being taken to overcome or mitigate the delay or failure to perform. This Section will not apply to any monetary obligation of either party.

13.2 No Consequential Damages: Neither Party will be liable to the other for any incidental, consequential, or indirect damages or for any loss of profit, revenue, data, business or use whether in contract or tort whether or not the possibility of such damages has been disclosed or is reasonably foreseeable.

13.3 Cap on Liability: Except for violations under Section 10 (Indemnification), Section 11 (Confidential Information) or damages related to personal injury, death or damage to real property caused by a party's gross negligence or willful misconduct, in no event shall either party's liability with regard to any services, deliverable, Provider Proprietary Items or any other items furnished under this agreement or any Order exceed the compensation paid by Customer to Provider for the applicable order.

#### **14. MISCELLANEOUS**

14.1 Waiver - None of the terms of this Agreement may be waived except by an express agreement in writing signed by the party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

14.2 Amendments - No amendments, modifications or supplements to this Agreement shall be binding unless in writing and signed by both parties.

14.3 Governing Law and Venue - This Agreement shall be governed by the laws of the State of Florida, excluding conflict of law rules. The parties to this Agreement hereby submit to the exclusive jurisdiction of the Florida courts, both federal and state.

14.4 Disputes - The parties will use their best effort to resolve any claim, controversy or dispute concerning any matter related to this Agreement. If legal action is commenced, Provider shall continue to diligently perform its obligations under this Agreement pending final adjudication of the dispute.

#### **15. NOTICES**

All notices required or permitted by this Agreement must be in writing, referencing this Agreement number, and delivered personally or sent by certified mail, return receipt requested, or facsimile as set forth below. Either party may specify a different address to receive notices by providing a written directive given in accordance with this Article. Notices sent by mail are effective upon receipt or ten (10) calendar days after dispatch, whichever occurs first. Notices delivered personally or by email are effective upon acknowledged receipt by the parties' designated representatives as set forth below.

**If to <Enter CUSTOMER Name>:**

Customer Name  
Customer Address Line 1  
Customer Address Line 2  
ATTN: Customer Contact Name  
Phone No.: Customer Phone Number  
Email: Customer Email Address

**If to PROVIDER:**

The Bleecker Consulting Group, LLC  
1440 Coral Ridge Dr., Suite 152  
Coral Springs, FL 33071  
ATTN: David Bleecker  
Phone No.: +1 954 406 9280  
Email: [david@bleecker.net](mailto:david@bleecker.net)

IN WITNESS THEREOF, duly authorized representatives of the parties hereto have executed this Agreement as of the date first set forth above.

**Customer Name**

By: \_\_\_\_\_

Name:

Title:

**The Bleecker Consulting Group, LLC**

By: \_\_\_\_\_

Name: David Bleecker

Title: Managing Partner