



## Master Services Agreement

This Master Services Agreement (the "Agreement") is made between the Client party executing a Statement of Work ("Client") and eSided Business Solutions LLC, a Texas limited liability company ("Service Provider"), as of the date of acceptance of any formal or informal Statements of Work (SOWs).

### 1.0 Services Performed by Service provider:

**1.1** Service provider is an independent contractor and agrees to provide the services (the "Services") set forth in the Statement of Work ("SOW") attached hereto to the agreement.

**1.2** Additional Services, if any, and related compensation for such additional services will be set forth in separate SOWs that the parties may enter into from time to time by mutual written agreement.

**1.3** Approval of the SOWs may be in writing or through email.

**1.4** By accepting any Statement of Work (SOW), Client accepts all terms and conditions in this Master Services Agreement. Electronic acceptance of SOWs binds Client to the Agreement terms.

### 2.0 Compensation, Expenses, and Billing

**2.1** For the Services outlined in Section 1(a) and 1(b), Client shall pay Service provider fee as set forth in each SOW.

**2.2** Service provider shall get pre-approval on any reimbursable expenses.

**2.3** In the event of a dispute over an invoice, the Client shall notify the Service Provider in writing within a period of 7 days from the date of receipt of the invoice.

### 3.0 Payment Terms

**3.1** Payment of invoices for the Service provider Fee and Out-of-Pocket costs shall be made within seven (7) days of receipt by Client unless otherwise noted in the SOW.

**3.2** Late payments of more than 15 days will bear interest at 1.5% per month or the maximum rate permitted by law, whichever is less.

### 4.0 Term of Agreement

**4.1** This agreement is a Master Agreement and will continue in effect until all SOWs are terminated for all Services and products ordered by Client from Service Provider.

**4.2** Either party may terminate this Agreement in the event the other party has materially breached this Agreement and failed to cure such breach within twenty (20) days after notice by the non-breaching party is given.

**4.3** Upon termination of this Agreement, Client shall remit to Service provider any Compensation due and owing to Service provider as of the effective date of termination of this Agreement, and shall, upon receipt of an invoice, reimburse Service provider for authorized expenses incurred on or prior to the date of termination in accordance with the terms hereof.

**4.4** Acceptance is defined as Client confirming via email, electronically signing any SOW or clicking "I Agree" or similar assent associated with this Master Agreement. Such acceptance binds Client to the terms herein.



## **5.0 Service Provider an Independent Contractor**

Service provider is an independent contractor. In its capacity as an independent contractor, Service Provider agrees and represents, and Client agrees, as follows:

**5.1** Service Provider has the right to perform services for other parties during the term of this Agreement. Service Provider has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed which may include using subcontractors and vendor partners.

**5.2** Service Provider has the right to perform the services required by this Agreement at any place or location and at such times as Service Provider may determine.

**5.3** Service Provider will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Service Provider's work must be performed on or with Client's computer or existing software.

**5.4** Neither the Client nor the Service Provider shall discuss the terms of this agreement with employees, sub-contractors or 3rd parties.

## **6.0 Intellectual Property Ownership**

**6.1** Subject to any third-party rights in licensed elements and to payment of all amounts due hereunder, Client shall own all rights in and to the right, title and interest in all documentation and code created by Service provider for Client under this Agreement ("Work Product").

**6.2** Service provider agrees to make a full, irrevocable assignment to Client of all such rights upon Service provider's receipt of payment for the Services.

**6.3** Service provider shall not be prohibited or enjoined at any time by Client from utilizing any skills or knowledge of a general nature acquired during the course of doing work under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation information publicly known or that could reasonably have been acquired in similar work performed for another Client.

## **7.0 Confidentiality**

Each party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information they obtain from the other are the confidential property of the disclosing party ("Proprietary Information" of the disclosing party). Except as expressly and unambiguously allowed herein, during the term of the Agreement and for two (2) years thereafter, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party and shall similarly bind its employees in writing. The receiving party shall not be obligated under this section with respect to information the receiving party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (iii) is rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (iv) is independently developed by the receiving party without use of the disclosing party's Proprietary Information. The receiving party may make disclosures required by law or court order provided the receiving party uses reasonable efforts to limit disclosure and to obtain confidential treatment. The obligations of each receiving Party hereunder shall survive until such time as all Confidential Information of the disclosing Party becomes publicly known and made generally available through no action or inaction of the receiving Party. However, the receiving Party shall not disclose any Confidential



Information that constitutes a trade secret ever. Upon termination or expiration of this Agreement, the receiving Party agrees to return or, if agreed upon, destroy all physical and electronic materials containing or reflecting any Proprietary Information of the disclosing Party.

### **8.0 Change Order Process**

In the event that any material change is required in the scope of Services or a phase thereof, such change shall be documented in a written "Change Order". The Change Order shall specify the nature of the change, the effect on the project timeline, and any additional costs associated. Both parties must review and mutually agree to the terms of the Change Order by signing it. Only then, the change will be implemented and the specific Statement of Work ("SOW") will be updated accordingly. This process ensures that both parties have a clear understanding of the impact of the change on the agreed Services.

### **9.0 Use of Partners and Non-Solicitation**

The Service Provider may engage strategic partners, joint ventures, subcontractors and alliances ("Partners") to assist with delivery of Services under this Agreement. All Partner agreements shall be consistent with and uphold the commitments made to Client in this Agreement. Service Provider retains full responsibility for delivery of Services regardless of use of Partners. During the term hereof and for a 2-year period thereafter, neither party shall solicit, employ, or enter or attempt to enter into any other agreement with any employee, partner, consultant, sub-contractor, or other contracted party of the other party without prior written consent.

#### **9.1 Severability**

If any provision of this Agreement is held unenforceable by law or court order, it shall be severed while retaining remaining terms in full force and effect.

### **10. Limitation of liability**

The work product and any information, technology and services are provided by service provider without any representations or warranties of any kind, express or implied, other than the warranty that they do not infringe on any third party's intellectual property. Without limiting the generality of the foregoing, service provider expressly disclaims any implied warranties of merchantability or fitness for a particular purpose, and except for bodily injury, neither party shall be liable or obligated with respect to any subject matter of this agreement or under contract, negligence, strict liability or any other legal or equitable theory (i) for any amounts in excess in the aggregate of the fees paid to service provider by Client hereunder, (ii) for any cost of procurement of substitute goods, technology, services or rights; (iii) for any incidental or consequential damages; (iv) for interruption of use or loss or corruption of data; or (v) for any matter beyond its reasonable control. In addition, Client shall defend, indemnify and hold harmless service provider, its officers, employees, trustees, agents and representatives from and against any and all loss, cost, expense or liability, including reasonable attorneys' fees and costs arising from a third party claim against service provider in connection with Client's or its users' use of the work product except to the extent that the claim is the result of a breach by service provider of its warranty regarding infringement of third party intellectual property rights.

### **11.0 Venue and Dispute Resolution**

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL PARTIES HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS



AGREEMENT. EACH PARTY AGREES THAT ANY DISPUTE ARISING UNDER THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION IN JAMS IN DALLAS COUNTY, CONDUCTED ACCORDING TO THE APPLICABLE JAMS RULES FOR DISPUTE RESOLUTION AND ARBITRATION. IN THE EVENT THAT THE CLIENT IS LOCATED OUTSIDE OF TEXAS, THE PARTIES AGREE THAT ARBITRATION MAY BE CONDUCTED VIRTUALLY, OR IN A NEUTRAL LOCATION AGREED UPON BY THE PARTIES, SUBJECT TO THE RULES AND PROCEDURES SET BY JAMS. EACH PARTY ACKNOWLEDGES THAT BY AGREEING TO THIS PROVISION, THEY ARE FOREGOING THE RIGHT TO BRING SUIT IN ANY COURT.

## **12.0 General Provisions**

**12.1 Sole agreement:** This is the master Agreement between Service provider and Client and shall, as of the Effective Date, supersede all other agreements between the parties.

**12.2 Severability:** If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

**12.3 Construction:** The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not against the drafting party.

**12.4 Applicable law:** This Agreement will be governed by the laws of the State of Texas.

**12.5 No partnership:** This Agreement does not create a partnership relationship. Service provider does not have authority to enter into contracts on Client's behalf.

**12.6 Sales Tax:** Client is responsible for paying any sales tax that's payable as per state law. Service provider follows general guidelines for adding sales tax but any amount of sales tax owed if any state audits is the responsibility of the Client.

**12.7 Assignment:** This Agreement is not assignable.