

Services Agreement

This Service Agreement (this "Agreement") is dated as of _____ ("Effective Date") and is entered into by and between _____ (hereinafter, the "Client"), and _____ and its Affiliates (as hereinafter defined, collectively, the "Data Engineer"), (hereinafter referred to as the Party and/or the Parties).

WHEREAS, each Party is authorized and capable of entering into this Agreement;

NOW, THEREFORE, in consideration of the obligations set for herein the Agreement, the parties agree as follows:

1. Services

The Data Engineer shall provide the following services to the Client (the "Services"): (a) Develop and implement data ingestion processes to efficiently and securely transfer data into the Client's systems, (b) Design and implement data visualization tools and dashboards to provide Client with clear and actionable insights, (c) Provide ongoing support and maintenance for the technology solutions implemented, (d) Conduct regular reviews and updates to ensure the technology remains effective and up-to-date.

2. Payment

In consideration for the Services to be performed by Data Engineer, Client agrees to pay Data Engineer at the following rates: _____ per time period. Data Engineer shall be paid within a reasonable time after Data Engineer submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Term

This Agreement will become effective when signed by both parties and will terminate on the date Data Engineer completes the Services required by this Agreement.

4. Termination

This Agreement may be terminated at any time, and without payment of any penalty, by Client, upon thirty (30) days' written notice to Data Engineer. This Agreement may not be terminated by Data Engineer without the consent of Client.

5. No Partnership

This Agreement does not create a partnership relationship. Data Engineer does not have authority to enter into contracts on Client's behalf.

6. Governing Law

This Agreement and the rights and obligations of the parties under this agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of _____.

7. Indemnification

Data Engineer shall indemnify and hold Client harmless from any loss or liability arising from performing the Services under this Agreement.

8. Notices

Notices required under this Agreement must be in writing and delivered in person, by nationally recognized courier services (e.g. FedEx), or by certified mail with return receipt request.

Client

Address

Data Engineer

9. Entire Agreement

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no restrictions, agreements, promises, representations, warranties, covenants or undertakings with respect to the subject matter hereof other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter.

10. Force Majeure

In no event shall Client be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Client shall use reasonable efforts which are consistent with accepted practices to resume performance as soon as practicable under the circumstances.

11. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Assignment

Either Data Engineer or Client may assign rights and may delegate duties under this Agreement.

13. Dispute Resolution

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the territory denoted by the Governing Law clause of this Agreement. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in the

previously listed county and state. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

14. Ownership

All content created by Data Engineer for Client in its performance of the Services, including, but not limited to, trade or service marks, logo, graphic designs, artwork, multimedia files, text, images, source code, user-submissions, user and member data and information, domain names, domain registrations (collectively referred to hereafter as the "Content"), shall be works made for hire and/or the property of Client. Client shall own all right, title and interest (including copyright, trademark, patent and other proprietary or intellectual property rights) in the Content and all legally protectable elements, contributions, collective works thereof or derivative works thereto. To the extent that ownership of any Content does not automatically vest in Client by virtue of this Agreement or otherwise, Data Engineer irrevocably transfers and assigns to Client all right, title and interest in the Content and protectable elements or derivative works thereof. Data Engineer agrees to promptly disclose to Client any and all works of authorship created during and in connection with the Services, including, but not limited to, logo, graphic designs, artwork, multimedia files, text, images, source code, which result from any Services performed under this Agreement.

15. Representations and Warranties

The representations and warranties of the parties contained shall be true and correct at and as of such _____ as though then made.

Client

Name

Signature

Date

Data Engineer

Name

Signature

Date