

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 01/18/2020, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and ACME, a Global Insurance Provider with its principal place of business at 100 Main St., Newport Beach, CA 92603 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### **2. Payment Terms Payment Terms**

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within 10 days of receipt (Net 10).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [2]% discount on the total invoice amount if payment is received within [2] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [1.5]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [5] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [5] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [60] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Dallas, TX, in accordance with the rules of the American Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$10,000,000 per occurrence and \$20,000,000 in the aggregate is required.

### **2. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$100,000,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 99% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **3. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [4 hours], high-priority incidents within [24 hours], and lower-priority incidents within [72 hours] of reporting.

### **4. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **5. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **6. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [75%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **7. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.

### **8. Data Accuracy and Integrity:**

- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.

### **9. Penalties for Non-Compliance:**

- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

### **1. Compliance with Laws and Regulations:**

- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant data protection laws.

### **2. Data Security Measures:**

- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.

### **3. Confidentiality of Processing:**

- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.

### **4. Data Breach Notification:**

- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
  - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
  - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
  - Describe the likely consequences of the personal data breach;
  - Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

### **5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**ACME**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 10/29/2021, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Bright, a Manufacturing Company with its principal place of business at 1914 Hammer Dr., Nashville, TN 37011 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### **2. Payment Terms Payment Terms**

1. **Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
2. **Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [45] days of receipt (Net 45).
3. **Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [15] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [30] days.
4. **Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [60] days may result in the termination of the Agreement.
5. **Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with [30] days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Delaware, in accordance with the rules of the **Forum**.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 3,000,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$30,000,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Response Time:**

- The Service Provider shall respond to service requests and incidents within [24 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **2. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **3. Penalties for Non-Compliance:**

- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [10%] of the total contract value.

## **16. Data Security and Privacy**

### **1. Compliance with Laws and Regulations:**

- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant data protection laws.

### **2. Data Security Measures:**

- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.

### **3. Confidentiality of Processing:**

- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.

### **4. Data Breach Notification:**

- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 60 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:



- Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
- Describe the likely consequences of the personal data breach;
- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**Bright**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 2/26/2015, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Carewell, a Life Science Company with its principal place of business at 123 Poplar Rd., Chicago, IL 60007 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [60] days of receipt (Net 60).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [3]% discount on the total invoice amount if payment is received within [10] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [3]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [30] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [60] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [120] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 90 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Minnesota, in accordance with the rules of the National Academy of Arbitrators.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$10,000,000 per occurrence and \$20,000,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 5,000,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$100,000,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 99.999% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [72 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [1 hours], high-priority incidents within [24 hours], and lower-priority incidents within [72 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [1%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 72 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**Carewell**

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

Name:

Title:

Date:



## **Master Services Agreement for Recruiting Services**

This Master Services Agreement ("MSA") is made effective [Date] by and between Easy Shipping, a New York corporation ("Client") and Randstad Technologies, a GA limited liability company ("Recruiter").

**Services:** Recruiter will provide the following recruiting services to Client pursuant to SOWs entered into under this MSA:

1. Source potential candidates through job boards, social media, employee referrals, and other methods.
2. Screen candidates through resume review, phone interviews, assessments and other methods.
3. Present qualified candidates to Client in report format detailing candidate background, skills and interview feedback.
4. Arrange and coordinate interviews between Client hiring managers and presented candidates.
5. Conduct reference checks and background screens per Client's request.
6. Extend employment offers to candidates on behalf of Client.
7. Provide other recruiting and talent acquisition services detailed in SOWs.

**Statements of Work:** The specific details of each recruiting engagement including roles, responsibilities, fees, and other terms will be documented in a Statement of Work ("SOW") signed by both parties. The terms of this overarching MSA will apply to all SOWs.

**Fees:** Client will pay Recruiter the fees set forth in each SOW. Unless stated otherwise, fees will be based on a percentage of the placed candidate's first year base compensation. Additional charges may apply for job board posts and employer branding advertisements used during sourcing.

**Invoicing and Payment:** Recruiter will invoice Client on a weekly basis. Client will pay invoices within 30 days of receipt. Late payments over 30 days will accrue interest at

1.5% per month. All fees are exclusive of expenses which will be charged separately as incurred.

**Expenses:** Client will reimburse Recruiter for reasonable expenses incurred in performance of services including travel expenses, job board fees, background checks, assessments and other expenses detailed in SOWs. Expenses over \$500 require pre-approval by Client.

**Term and Termination:** This MSA will remain in effect until terminated by either party with 30 days written notice. Either party may terminate an individual SOW as stated in the SOW terms. Upon termination, Client will pay for all undisputed fees and expenses incurred through the termination date.

**Confidentiality:** The parties agree not to disclose each other's confidential information for 3 years post termination.

**Compliance:** Each party represents that it will comply with all applicable employment laws in performance of this MSA.

**Relationship:** The parties are independent contractors. Nothing will constitute a partnership or joint venture.

**Liability:** Neither party will be liable for any indirect, special or consequential damages. Recruiter's total liability under this MSA is limited to fees paid by Client under the applicable SOW.

**Governing Law:** GA governs this MSA.

**Entire Agreement:** This MSA and any SOWs represent the entire agreement between the parties.

## **Signatures**

**Easy Shipping Inc**

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

**Randstad Technologies**

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

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of **January 1, 2023**, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and **Gruber**, a **IT Training company** with its principal place of business at 5928 Drayton Ln, McKinney TX 75070, USA (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within **60** days of receipt (**Net 60**).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a **[3]**% discount on the total invoice amount if payment is received within **[10]** days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of **[1.5]**% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within **[15]** days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within **[15]** days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond **[60]** days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with **90 days** written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in **Texas**, in accordance with the rules of the Texas Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** **A minimum limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate is required.**

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** **A minimum of 2,000,000 per claim.**

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** **A minimum of \$2,000,000 per claim.**

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of **99.999%** for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within 30 minutes during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within **[2 hours]**, high-priority incidents within **[12 hours]**, and lower-priority incidents within **[48 hours]** of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least **[90%]** is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to **[3%]** of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than **48** hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:



Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 5/1/2020, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and GuideFive, a professional Insurance company with its principal place of business at 1111 Ashworth Road West Des Moines, IA 50265-3538 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

## **2. Payment Terms Payment Terms**

1. **Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
2. **Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [30] days of receipt (Net 30).
3. **Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [1]% discount on the total invoice amount if payment is received within [10] days of the invoice date.
4. **Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [1]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
5. **Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [60] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [60] days.
6. **Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
7. **Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Jacksonville, FL, in accordance with the rules of the Jax Business Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$50,000 per occurrence and \$150,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 5,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$20,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 95% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [5 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [6 hours], high-priority incidents within [12 hours], and lower-priority incidents within [24 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Jacksonville Consumer Privacy Act (JCPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 5/1/2023, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Orcstad, a professional Medical Devices Manufacturing company with its principal place of business at 1365 North Cedar Street, Mason, MI 48854 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [30] days of receipt (Net 30).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [1]% discount on the total invoice amount if payment is received within [10] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [1]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [60] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [60] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.



**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Jacksonville, FL, in accordance with the rules of the Jax Business Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$50,000 per occurrence and \$150,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 5,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$20,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 95% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [5 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [6 hours], high-priority incidents within [12 hours], and lower-priority incidents within [24 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Jacksonville Consumer Privacy Act (JCPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

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- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 2/14/2023, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Saber Co, Inc., a manufacturing company with its principal place of business at 123 Correllia Court, New York, NY 10055 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [60] days of receipt (Net 60).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [1.5]% discount on the total invoice amount if payment is received within [15] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [0]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [15] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [15] days.
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- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days of written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in New York, NY, in accordance with the rules of the American Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$200,000 per occurrence and \$2,000,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 200,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$200,000 per claim.

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**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 98% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within 30 minutes during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

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### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [75%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**



- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the New York Small Business Protection Act (NYSBPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 72 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 1/2/2024, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Solo Labs Corp., a healthcare industry company with its principal place of business at 175 N. State Street, Chicago, IL 60601 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [110] days of receipt (Net 110).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [2]% discount on the total invoice amount if payment is received within [60] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [2]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [45] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [45] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Chicago, IL, in accordance with the rules of the [Chicago Healthcare Legal Action Association].

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$1,000,000 per occurrence and \$6,000,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 1,000,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$2,000,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 98% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [2 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [8 hours], high-priority incidents within [24 hours], and lower-priority incidents within [48 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [70%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Illinois Consumer Advocacy Act (ICAA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 72 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:



Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 12/01/2020, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Stark Industries, a Manufacturing with its principal place of business at 122 W Northwest Hwy, Palatine, IL 60067 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### **2. Payment Terms Payment Terms**

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [60] days of receipt (Net 90).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [5]% discount on the total invoice amount if payment is received within [30] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [3]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [30] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [30] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 30 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Texas, in accordance with the rules of the Union Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$2,000,000 per occurrence and \$3,000,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of \$2,000,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$2,000,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 99% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [4 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [6 hours], high-priority incidents within [24 hours], and lower-priority incidents within [72 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [10%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**Stark Industries**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of **November 5, 2022**, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and **Stevesung, a Semiconductor manufacturer** with its principal place of business at 12100 Stevesung Blvd, Austin TX (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

## 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within **[90]** days of receipt (**Net 90**).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a **[1]**% discount on the total invoice amount if payment is received within **[15]** days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of **[1]**% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within **[30]** days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within **[30]** days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond **[150]** days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.



**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with **180 days** written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in **Plano, Tx**, in accordance with the rules of the **Texas Arbitration Association**.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** **A minimum limit of \$5,000,000 per occurrence and \$10,000,000 in the aggregate is required.**

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** **A minimum of 5,000,000 per claim.**

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** **A minimum of \$5,000,000 per claim.**

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of **99.99%** for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within **[2 hours]** during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within **[1 hour]**, high-priority incidents within **[2 hours]**, and lower-priority incidents within **[24 hours]** of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least **[75%]** is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to **[10%]** of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than **24** hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

## **Master Service Agreement**

Effective Date: 01/10/2022

This Master Service Agreement (the "Agreement") is entered into by and between:

### **Randstad Technologies**

1 Overton Park, 3625 Cumberland Blvd SE, Suite 300

Atlanta, GA 30339

and

### **Uphealth**

675 N State Highway

Irving, TX 75039

(collectively referred to as the "Parties").

### **1. Scope of Services**

1.1 Services. The Client engages Randstad to provide the following services (the "Services"):

Automation services

1.2 Performance. Randstad agrees to perform the Services in a timely and professional manner.

### **2. Terms and Conditions**

2.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated by either Party with 30 days written notice.

2.2 Payment. The Client agrees to pay [Your Company Name] according to the payment terms outlined in net 30 days.

### **3. Confidentiality**

3.1 Confidential Information. Both Parties agree to keep confidential any proprietary information disclosed during the term of this Agreement.

3.2 Exceptions. The confidentiality obligations shall not apply to information that is publicly available or known to the receiving Party at the time of disclosure.

#### 4. Intellectual Property

4.1 Ownership. Any intellectual property developed in connection with the Services shall belong to Randstad unless otherwise agreed upon in writing.

4.2 License. Randstad grants the Client a non-exclusive license to use any deliverables solely for its internal purposes.

#### 5. Indemnification

5.1 Indemnity. Randstad agrees to indemnify and hold harmless the Client from any claims arising out of the Services provided by Randstad

#### 6. Governing Law

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of GA/USA.

#### 7. Miscellaneous

7.1 Amendments. Any amendments or modifications to this Agreement must be in writing and signed by both Parties.

7.2 Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Service Agreement as of the Effective Date.

Randstad Technologies

[Your Name and Title]

01/10/2022

Uphealth

[Client Name and Title]

01/10/2022

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of **July 4, 2023**, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and **USA Supply**, a **building material supplier** with its principal place of business at **10000 USA Way, Beloit, WI** (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within **[45]** days of receipt (**Net 45**).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a **[3]**% discount on the total invoice amount if payment is received within **[5]** days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of 3% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within **10** days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within **10** days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond 30 days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.



**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with **180 days** written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in **Beloit, WI**, in accordance with the rules of the **Wisconsin Arbitration Association**.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** **A minimum limit of \$2,000,000 per occurrence and \$4,000,000 in the aggregate is required.**

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** **A minimum of 2,000,000 per claim.**

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** **A minimum of \$2,000,000 per claim.**

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of **99%** for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within **[2 hours]** during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within **[2 hours]**, high-priority incidents within **[12 hours]**, and lower-priority incidents within **[72 hours]** of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least **[70%]** is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to **[10%]** of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than **36** hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 5/1/2020, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Wellmade, a professional Healthcare company with its principal place of business at 1331 Grand Ave, Des Moines, IA 50309 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

### 2. Payment Terms Payment Terms

- 1. Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
- 2. Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [15] days of receipt (Net 15).
- 3. Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [1]% discount on the total invoice amount if payment is received within [10] days of the invoice date.
- 4. Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [1]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
- 5. Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [60] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [60] days.
- 6. Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
- 7. Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Jacksonville, FL, in accordance with the rules of the Jax Business Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$50,000 per occurrence and \$150,000 in the aggregate is required.

### **2. Professional Liability Insurance (Errors & Omissions):**

- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 5,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$20,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 95% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [5 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [6 hours], high-priority incidents within [12 hours], and lower-priority incidents within [24 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**



- The Service Provider shall adhere to all applicable security standards and practices, including regular security audits. Any deficiencies identified during audits must be rectified within a mutually agreed-upon timeframe.
- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Jacksonville Consumer Privacy Act (JCPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:

Date:

# Master Service Agreement

## MASTER SERVICE AGREEMENT

This Master Service Agreement (the “Agreement”) is made and entered into as of 5/1/2018, by and between Randstad, a Global Talent Provider with its principal place of business at 5465 Legacy Drive, Suite 300, Plano, TX 75034, USA (“Service Provider”), and Wookie Grooming, LLC, a consumer company with its principal place of business at 1 Everbank Stadium Drive, Jacksonville, FL 32202 (“Client”).

**1. Services** The Service Provider agrees to provide the services (“Services”) described in the attached Statement of Work (SOWs) which are made a part of this Agreement.

## **2. Payment Terms Payment Terms**

1. **Invoicing:** The Service Provider will invoice the Client monthly in arrears for services performed during the previous month. Each invoice will provide a detailed breakdown of the services provided, along with any applicable taxes and expenses.
2. **Payment Schedule:** Unless otherwise agreed in a specific Statement of Work, the Client agrees to pay each invoice within [15] days of receipt (Net 15).
3. **Early Payment Incentives:** To encourage timely payments, the Service Provider may offer a [1]% discount on the total invoice amount if payment is received within [10] days of the invoice date.
4. **Late Payment Penalties:** If payment is not received by the due date, a late payment charge of [1]% per month on the outstanding balance may be applied. This late fee accrues daily from the due date until payment is received.
5. **Disputed Charges:** If the Client disputes any portion of an invoice, the Client must notify the Service Provider in writing within [60] days of receipt of the invoice, detailing the reason for the dispute. The undisputed portion of the invoice shall be paid by the due date. Once the dispute is resolved, any remaining amount must be paid within [60] days.
6. **Non-Payment:** In the event of non-payment beyond the due date, the Service Provider reserves the right to suspend the provision of services until payment is received. Furthermore, non-payment beyond [90] days may result in the termination of the Agreement.
7. **Taxes:** The Client is responsible for all sales, use, value-added, and other taxes or duties, except for taxes based on the Service Provider’s net income.

**3. Term and Termination** This Agreement will commence on the Effective Date and will continue until terminated by either party with 60 days written notice. Specific termination conditions will be outlined in this section.

**4. Limits of Liability** Neither party shall be liable to the other for any special, indirect, incidental, or consequential damages arising out of this Agreement.

**5. Indemnification** Each party agrees to indemnify and hold harmless the other party against any claims, damages, or expenses resulting from the providing of Services.

**6. Confidentiality** Both parties agree to maintain the confidentiality of proprietary information and trade secrets.

**7. Intellectual Property Rights** All intellectual property rights and their handling will be as specified in the individual SOWs.

**8. Warranties and Representations** Each party warrants that it has the right to enter into this Agreement and that the Agreement does not violate any other agreement.

**9. Compliance with Laws** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations.

**10. Dispute Resolution** Any disputes arising from this Agreement will be resolved through arbitration in Jacksonville, FL, in accordance with the rules of the Jax Business Arbitration Association.

**11. Force Majeure** Neither party shall be in breach of its obligations if there is any total or partial failure of performance by its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or any other reason beyond the control of either party.

## **12. Insurance**

### **1. General Liability Insurance:**

- **Coverage:** Protects against claims for bodily injury, property damage, and personal and advertising injury.
- **Limit:** A minimum limit of \$50,000 per occurrence and \$150,000 in the aggregate is required.

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- **Coverage:** Covers claims arising from professional errors, negligence, omissions, or failure to deliver services as per the contract.
- **Limit:** A minimum of 5,000 per claim..

### **3. Cyber Liability Insurance:**

- **Coverage:** Protects against damages related to electronic data, cyber-attacks, data breaches, and loss of customer information.
- **Limit:** A minimum of \$20,000 per claim.

**13. Subcontracting and Assignment** Neither party may subcontract or assign its rights or obligations under this Agreement without the prior written consent of the other party.

**14. Change Management** Any changes to the terms of this Agreement or any SOW must be in writing and signed by both parties.

## **15. Performance Standards**

### **1. Service Availability:**

- The IT Service Provider guarantees a monthly uptime of 95% for all critical systems and services. Scheduled maintenance periods, previously agreed upon by both parties, are exempt from this calculation.

### **2. Response Time:**

- The Service Provider shall respond to service requests and incidents within [5 hour] during business hours. Resolution times will vary based on the severity of the issue, as outlined in the Service Level Agreement (SLA).

### **3. Service Quality:**

- All services provided under this Agreement must meet or exceed the quality standards that are customary in the industry for similar services. The Service Provider agrees to promptly re-perform any services that fail to meet this standard at no additional charge.

### **4. Incident Management:**

- The Service Provider shall categorize and prioritize incidents according to their severity. Critical incidents must be addressed within [6 hours], high-priority incidents within [12 hours], and lower-priority incidents within [24 hours] of reporting.

### **5. Regular Reporting:**

- The Service Provider shall provide a monthly performance report detailing uptime, incident management, and service request fulfillment. This report shall include any breaches of the agreed-upon service levels and the measures taken to address them.

### **6. Continuous Improvement:**

- The Service Provider commits to continuous improvement of service delivery. Regular reviews will be conducted jointly with the Client to identify and implement improvements.

### **7. Client Satisfaction:**

- The Service Provider shall conduct an annual survey to measure client satisfaction. A satisfaction rate of at least [90%] is expected. Results will be shared with the Client and discussed to identify areas for service improvement.

### **8. Security Compliance:**

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- 9. Data Accuracy and Integrity:**
- The Service Provider shall ensure that all client data is accurate, complete, and preserved against loss, corruption, or unauthorized access.
- 10. Penalties for Non-Compliance:**
- In the event that the Service Provider fails to meet the agreed-upon performance metrics, penalty clauses may be enacted. These may include service credits, monetary penalties, or the right for the Client to terminate the agreement for cause. The maximum penalty will be up to [2%] of the total contract value.

## **16. Data Security and Privacy**

- 1. Compliance with Laws and Regulations:**
- The parties agree to comply with all applicable data protection and privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the Jacksonville Consumer Privacy Act (JCPA), and any other relevant data protection laws.
- 2. Data Security Measures:**
- The Service Provider shall implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm that might result from unauthorized or unlawful processing or accidental loss, destruction, or damage to Personal Data and to the nature of the data to be protected.
- 3. Confidentiality of Processing:**
- The Service Provider shall ensure that any personnel engaged in the processing of Personal Data are informed of the confidential nature of the data, have received appropriate training on their responsibilities, and are under an obligation of confidentiality.
- 4. Data Breach Notification:**
- In the event of a data breach, the Service Provider shall without undue delay, and where feasible, not later than 48 hours after having become aware of it, notify the Client of the data breach. The notification shall at least:
    - Describe the nature of the personal data breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
    - Communicate the name and contact details of the data protection officer or another contact point where more information can be obtained;
    - Describe the likely consequences of the personal data breach;

- Describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**5. Data Subject Rights:**

- The Service Provider shall, to the extent legally permitted, promptly notify the Client if it receives a request from a data subject to exercise the data subject's right under applicable data protection laws (e.g., rights of access, correction, objection, erasure, and data portability).

**6. Audit and Inspection:**

- The Client or an appointed auditor shall, with reasonable notice, have the right to conduct audits and inspections of the Service Provider's data processing activities to ensure compliance with this agreement and applicable data protection laws.

**7. Data Return and Destruction:**

- Upon the termination of the services, the Service Provider shall, at the choice of the Client, return or destroy all personal data processed on behalf of the Client, and certify to the Client that it has done so, unless legislation imposed upon the Service Provider prevents it from returning or destroying all or part of the personal data.

**IN WITNESS WHEREOF, the parties have executed this Master Service Agreement as of the date first above written.**

**Randstad**

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

Name:

Title:

Date:

**[Client Company Name]**

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

Name:

Title:



Date: