

HONCOOP CONSULTING INC. MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into this _____ day of the month of _____, 201_ between Honcoop Consulting Inc. dba Honcoop Technology Services, a Montana Corporation, with a headquarters address of 5214 Laurel Road, Billings, MT, (hereafter referred to as “HTS”) and _____ with a contact address of _____ (hereafter referred to as “Client”).

AGREEMENT

1. Independent Consulting

2. Term

- (a) This agreement will take effect on the earlier of, the date identified above, or the first date that services are rendered, and will continue until terminated by either party. In the event that an SOW provides an alternative term, these terms are only valid for the specific period identified in the statement of work.
- (b) Either party may terminate this agreement, without cause, by providing a minimum of sixty (60) days notification in writing. In the event that an SOW provides alternate termination language, the termination language will be specific for that SOW only.

3. Rate Schedule

Standard consulting rates are as follows unless negotiated under a separate contract:

Position	Rate
Jr. Analyst	\$65/hr
Analyst	\$92/hr
Sr. Analyst	\$108/hr
Engineer	\$130/hr
Sr. Engineer	\$150/hr
Sr. Consultant	\$175/hr

For details on position descriptions and staff member qualifications, please contact our offices. Services which are required to be provided outside of regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, excluding holidays) may be charged at 125% of the standard rate. Travel from our office to the on-site location is billed at the resource billing rates plus the current year’s mileage reimbursement rate unless otherwise contracted or identified in an SOW.

4. Payment

Rates identified above are exclusive of any federal, state, local, tribal, use taxes, or any other fee or taxes assessed in connection with any of the services rendered under this agreement. All services will be invoiced in the week following service delivery unless alternate arrangements are made. All hardware, software, and out-of-pocket expenses incurred upon the Client’s behalf will be invoiced the week following their incurrence. The Client will pay any undisputed charges within thirty (30) days of receipt thereof.

Hardware and software purchases are invoiced at order placement. All services and hardware sales are delivered on net 30 terms with payment being expected within thirty days of the invoice date. Sixty days after the invoice date unpaid invoices will be assessed a \$5.00 per month service fee or 2% of the outstanding balance, whichever is greater. The Client agrees that these terms are reasonable and agrees to pay all fees associated with collecting delinquent payment.

5. Compliance

The Client is fully responsible for all software licensing and acceptable use of software and data by its organization. This includes, but is not limited to, purchasing and maintaining licenses for all software used by the organization in accordance with the software manufacturers' requirements, digital copyrights, and electronic transmissions.

6. Ownership of Materials Related to Services

The parties agree that any materials prepared and delivered by HTS in the course of providing the services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to the Client as its sole and exclusive property. Notwithstanding the foregoing, the parties recognize that performance of HTS hereunder will require the skills of HTS employees and therefore HTS will retain the right to use without fee and for any purpose, the ideas, techniques, code snippets, and concepts used or developed by HTS in the course of the performance of services under this Agreement.

7. Independent Contractor

The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties.

8. Confidential Information.

The Client and HTS understand that either party may, from time to time, disclose "Confidential Information" to the other party. For the purposes of this Agreement, the term "Confidential Information" shall include, but not be limited to, any nonpublic, and/or proprietary information, pricing information (including, but not limited to, rates, margins, and costs), financial and budget information, customer lists, information about the education, background, experience, and/or skills possessed by employees, employee compensation information or any information marked or identified as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Neither party shall disclose Confidential Information to any third party at any time without the prior written consent of the other party's management and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. The foregoing duties shall survive any termination or expiration of this Agreement. In no event shall either party utilize Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the owner. The following shall not be considered Confidential Information for purposes of this Agreement:

- (a) Information which is or becomes in the public domain through no fault or act of the receiving party;
- (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information;
- (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or
- (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.

The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

9. Warranty

HTS warrants that all services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the services are being performed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN AN SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

10. Limitation of Liability

Client agrees that HTS shall not be liable to Client, or any third party, for

- (a) Any liability claims, loss, damages or expense of any kind arising directly or indirectly out of services provided herein; for
- (b) Any incidental or consequential damages, however caused, and the Client agrees to indemnify and hold HTS harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against HTS by or in right of third parties; or for
- (c) Any punitive damages. For purposes of this Agreement, incidental or consequential damages shall include, but not be limited to, loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of customers; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under the law of the State of Montana. HTS’s liability for any damages hereunder shall in no event exceed the amount of fees paid by Client to HTS as of the date the alleged damages were incurred.

11. Indemnification

Each party shall indemnify, defend and hold harmless the other, its employees and/or principals, and any agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the services under this Agreement. To the extent that such claim arises from the concurrent conduct of the Client, HTS and/or any third party, it is expressly agreed that HTS’s liability shall be limited by the terms and provisions of paragraph eleven (11) herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph eleven (11) herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.

This agreement is entered into on the specified date by and shall remain in force until written notice is provided by either party rescinding this agreement:

CLIENT NAME: _____

OFFICER SIGNATURE: _____

OFFICER NAME (PRINTED): _____

TITLE: _____ **DATE:** _____

HONCOOP CONSULTING INC. dba HONCOOP TECHNOLOGY SERVICES

SIGNATURE: _____

**JEFFREY D. HONCOOP
PRESIDENT**

DATE: _____

