

# Sierra ITS - Master Temporary Services Agreement



Please thoroughly read this Agreement sent to you ("Client") by Sierra ITS. Do not start our Temporary Employee if you do not agree to the terms and conditions of this Master Temporary Services Agreement, ("MTSA"). Once you have accepted the services of our Temporary Employee you have accepted the terms and conditions of this MTSA.

**Item 1.0 Description of Services.** Sierra ITS ("SIERRA") agrees to supply the services of its Temporary Employee(s) ("Employee"), to Client only under the terms and conditions of this MTSA. SIERRA is only a provider of Temporary Services and Temporary Personnel. SIERRA has expended substantial costs and considerable time and effort in locating, interviewing, hiring and subsequently introducing Employee to Client. Client agrees that SIERRA is not a professional software programming or consulting firm and does not have the expertise to render an opinion in the design of software programs or systems, or render any services directly to client other than provide a Temporary Employee.

**Item 2.0 Information Regarding the Assignment of SIERRA's Temporary Employee to Client.** Each time that SIERRA assigns an Employee to Client an applicable Statement of Work (SOW) specifying Employee name, bill rate and start date shall be provided to Client. The terms and conditions of this MTSA shall apply to, and be binding upon, all subsequent assignments.

**Item 3.0 Employee Relationship.** The Client acknowledges that the Employee furnished to the Client by SIERRA is contractually obligated to SIERRA pursuant to an Employment Agreement which specifically prohibits Employee from directly or indirectly soliciting or accepting employment with the Client in any capacity, including but not limited to, direct employment, employment as an independent contractor, employment as a consultant, employment through a temporary or permanent employment agency, for a period of two (2) years following the termination date of Employee's assignment. The Client acknowledges that SIERRA introduced it to Employee and that SIERRA is the sole source of introduction to the Employee. Furthermore, Client understands and acknowledges that SIERRA has expended substantial costs and considerable time and effort in locating, interviewing, hiring and subsequently introducing Employee to Client.

**Item 4.0 Conversion Fee.** Client understands that the Employee assigned to it is under contract to SIERRA to work for Client only through SIERRA. Client, or any of its affiliates or subsidiaries, agrees not to solicit, hire, directly or indirectly, any Employee assigned to Client. Employee may not work directly or indirectly for Client during the assignment and for a period of two (2) years following termination of the assignment, without both; a) receiving written permission from SIERRA and; b) payment of a Conversion Fee. In the event that BUYER wishes to hire directly, or indirectly, and Employee(s) from SIERRA, such hiring will be permitted in accordance with the Billed Hours / Conversion Fee as stated below:

<u>Billed Hours</u>	<u>Conversion Fee (% of accepted annual salary)</u>
000 - 520	25%
521 - 692	20%
693 - 865	15%
866 - 1040	10%
1041+	00%

**Item 5.0 Attorneys' Fees and Costs.** Client shall pay all costs and expenses, including attorneys' fees, incurred by SIERRA in the enforcement of all provisions and conditions of this MTSA.

**Item 6.0 Invoicing & Payment Terms.** SIERRA shall invoice the Client on a weekly basis at the rate specified in an applicable Statement of Work (SOW). Invoices shall be computed from hours reported by Employee. Client's supervisor shall approve all hours worked by the Employee. Payment is due within thirty (30) days of invoice date. Nonpayment of any invoice within 30 days shall render all invoices due immediately. The bill rate for the Employee performing Services in connection with this MTSA are contained in the applicable SOW. Unless otherwise stated in the applicable SOW, all bill rates will automatically increase by five (5) percent twelve (12) months after the start date stated the applicable SOW.

**Item 7.0 Responsibility for Temporary Employee's Taxes, Insurances and Benefits.** SIERRA assumes the following responsibilities for Employee: payroll taxes, workmen's compensation, public liability, unemployment compensation, vacations and holiday pay. Certificates of insurance from SIERRA's insurance company are available upon request.

**Item 8.0 Supervision.** Client agrees that Client shall be solely responsible for supervision, work product, work output, primary, final and complete supervision and direction of the Employee assigned to it. All work product and output, including title to copyrights, patents, licenses, inventions and discoveries shall be the property of the Client and not Employee or SIERRA. Client agrees that Employee is not authorized to operate any automobile, equipment, or machinery (other than office machines) or to perform any physical work or labor. Client agrees that the Employee is not authorized to render any opinion or assert his/her expertise in the design of software programs or systems on behalf of SIERRA. Client acknowledges that the Employee is specifically not authorized to place, sign or use the name SIERRA, or Employee's individual name on any copyrights, patents, licenses, proposals, designs, programs or documentation.

**Item 9.0 Client's Equipment and/or Property.** The Client assumes full and complete responsibility for its computers, equipment and/or property as relates to the Employee's performance of this assignment. Under no circumstances shall the Client allow the Employee to remove the Client's computers, equipment, software, designs or intellectual property from the Client's premises. SIERRA assumes no responsibility for the Client's equipment or its operation, or subsequent damage, as relates to the Employee's use during the course of this assignment. Client assumes full responsibility and supervision of the Employee while the Employee is using its equipment.

**Item 10.0 Rights and Title to Patents, Inventions and Discoveries.** SIERRA waives all rights to title of copyrights, patents, inventions and discoveries to Client.

**Item 11.0 Severability.** If any provision of this MTSA shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MTSA is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Item 12.0 Term and Termination.** Either party may cancel this MTSA with or without cause following thirty (30) days prior written notice to the other party. Prompt payment of SIERRA invoices is a material term of this MTSA. In the event any SIERRA invoice remains unpaid for a period of forty-five (45) days from the date the invoice is mailed to Client, SIERRA may cancel this Agreement immediately upon notice to Client. Within thirty (30) days of termination, Client will pay all invoices and charges related to work performed by SIERRA Employee(s) up to and including the effective termination date of this MTSA. Client has no right of setoff.

**Item 13.0 Assignability.** Employee(s) may not be transferred or assigned by/to any other company, partnership, or individual without the express written consent of the SIERRA.

**Item 14.0 Acceptance of MTSA.** This MTSA may be accepted by any of the following methods: 1) e-mail reply from Client accepting the terms and conditions; 2) sending an executed facsimile copy to SIERRA; 3) sending an executed original by US Mail to SIERRA; or 4) accepting the services of the Employee.

Client and SIERRA agree to be bound by the terms and conditions of this MTSA. Client and SIERRA agree that this MTSA and applicable SOW are the entire agreement between the parties. Neither this MTSA nor applicable SOW may be modified without the express written consent of SIERRA. Photocopy, facsimile, electronic or other copies of signatures shall have the same effect for all purposes as an ink-signed original signature.

Chris Sternal (Client Name)

Christopher Sternal (For the Client)

Chief Information Officer (Title)

11/3/22 (Date)

 (SIERRA)

Richarda Doran (For Sierra ITS)

President (Title)

11/4/2022 (Date)