



MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this **January 1, 2020** by and between **Labor Law Poster Service, 6323 W. Saginaw Hwy., Lansing MI 48917** (hereinafter referred to as "Customer") and Gracon Services, Inc., a corporation also referred to as "GSI" existing under the laws of the State of Michigan with offices at 4265 Okemos Road, Suite A, Okemos, Michigan 48864 (hereinafter referred to as "Consultant".)

WHEREAS, Customer has certain hardware, software, interfaces, peripherals and other items related to information technology which it desires to hire Consultant to assist and advise Customer with regard to the continued use, function and operation thereof: and

WHEREAS, Consultant desires to perform said consulting services and to sell said consulting services to Customer on the terms and conditions specified herein;

THEREFORE, in consideration of the mutual promises contained herein, the parties agree that the Customer hereby retains and agrees to pay the Consultant for the necessary consulting services as rendered and the Consultant hereby agrees to perform the Customer's consulting services as requested as written in the attached exhibits.

1. Services and Scope of Work

1.1 Services. Consultant agrees to provide to Customer consulting services as are described in Exhibit I – Statement of Work. In addition to the Statement of Work, exhibits may be added to this Agreement from time to time as agreed upon by both parties. These exhibits will be added to this Agreement as numbered Exhibits or Statements of Work for specific consulting services (hereinafter referred to as "Exhibits"). Such services shall be provided in accordance with the provision of this Agreement and the applicable Exhibit and will be on either a fixed price or time and materials basis as specified in the applicable Exhibit. Each Exhibit is bound by the conditions set forth in this document.

1.2 Scope of Work. Each Exhibit will contain a description of the tasks to be performed by Consultant, the deliverables and documentation to be produced by Consultant, acceptance criteria for each deliverable, warranty periods, a schedule of performance, and schedule of payments.

2. Consultant Personnel

2.1 Consultant Project Manager. Consultant will appoint for each Statement a qualified member of its staff to act as project manager ("Consultant Project Manager"), whose duties shall be to act as liaison between Customer and Consultant. The amount, if any, to be charged to the Customer for the Services of the Consultant Project Manager shall be included in the Statement.

2.2 Consultant Staff. Consultant will provide adequate staff to complete the services specified in the schedule within the time frame set forth in the Statement.

2.3 Consultant Employee Retention. Consultant has agreed to provide employees who are qualified by training and experience to perform the obligations of Consultant described in this Agreement in conformance and consistent with industry standards and practices. The Consultant has a vested interest in maintaining its employees as such. The Customer shall refrain from making employment offerings to Consultant's employees during this Contract. Should the Customer hire any of the Consultant's employees during this Agreement, Customer will be responsible for compensating Consultant the equivalent of (6) six months of said employee's billable hourly rate. Customer will also be required to reimburse Consultant for training costs that Consultant has incurred for said employee during their last 18 months of employment.

2.4 Independent Contractor. Consultant is an independent contractor. Neither Consultant nor Consultant's employees are, or shall be deemed for any purpose to be, employees of Customer. Customer shall not be responsible to Consultant, Consultant's employees or any governing body for any payroll-related taxes related to the performance of the Services.

3. Project Management

3.1 Customer Project Manager. During the entire course of any and all consultations, Customer shall provide a "Project Manager" (i.e. To Be Determined) whose duties shall be to act as the primary contact for the Consultant. The Customer Project Manager will provide to the Consultant Project Manager in writing, any additional requests, modifications, deviations to the items and services outlined in Exhibit I and any subsequent Exhibits added hereto.

3.2 Progress Reports and Meetings. Consultant shall submit, on a time and material basis, a detailed Progress Report to Customer Project Manager every month during the term of this agreement. Such progress reports will detail work performed to date, the cost thereof, and estimated time and cost to complete.

If Customer requests, Consultant shall hold status meetings, on a time and material basis, with Customer Project Manager in order to review the status of Consultant activities.

4. Fees, Expenses, Records and Taxes

4.1 Fees. Consultant agrees to invoice Customer biweekly for services provided to Customer by Consultant personnel in Exhibit I, and any subsequent Exhibits which specifies services performed hereunder. Any invoice is payable within 30 days upon receipt and interest of 1.5% per month compounded daily on the basis of the actual days elapsed and shall apply to any unpaid balances after 30 days of invoice date.

GSI reserves the right to refuse requested maintenance and support services when charges remain unpaid after 45 days from the invoice date. It is further agreed that should Customer refuse to pay money due as provided by the Agreement, or if legal action of any kind is commenced by GSI, a reasonable actual attorney's fee and all costs and expenses incurred to such collection as a part thereof. The fees payable under this Agreement shall not include local, state or federal use, excise, or personal property or other similar taxes or duties and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of GSI.

4.2 Expenses. In addition, Consultant shall invoice Customer, in arrears, for expenses incurred as a result of performing services in accordance with any Statement. Such expenses shall be limited to necessary and reasonable out-of-pocket expenses necessary and actually incurred by Consultant in the performance of its services hereunder, provided that the expenses have been detailed on a form acceptable to Customer and submitted to the appropriate Customer Project Manager for review and approval; and if requested by Customer, Consultant submits supporting documentation in addition to the approved expense form.

4.3. Review of Fees and Expenses. Consultant will submit the charges and/or expenses to be invoiced for services performed and the applicable time reports or documentation to the Customer Project Manager for approval. The Customer's Project Manager shall review and approve or disapprove the charges and/or expenses within ten (10) business days of receipt. The charges and/or expenses invoiced in accordance with this Paragraph, except for any amounts disputed by Customer, shall be payable by Customer within 30 days upon receipt as agreed in paragraph 4.1 above.

4.4. Records. Consultant shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Consultant's charges and expenses hereunder and Consultant and Customer shall retain such records for a period of one (1) year from the date of final payment.

5. Indemnity and Insurance

5.1. Indemnity. Except as a result of Customer's sole negligent acts or omissions Consultant agrees to defend at its own cost and expense any claim or action against Customer, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) based on any software, program, service and/or other materials furnished to Customer by Consultant pursuant to the terms of this Agreement or the use thereof by Customer. Customer agrees to be and is responsible for properly using and licensing the above referenced items.

Except as a result of Customer's negligent acts or omissions, Consultant further agrees to indemnify and hold Customer, its subsidiaries and/or affiliated companies, harmless from and against any and all liabilities, losses, and expenses associated with any such claim or action.

6. Confidentiality and Proprietary Rights

6.1 Confidentiality. Consultant and Customer each agree to hold in strictest confidence any information and material which is related to either party's business or as designated as proprietary and confidential herein or otherwise by either party in connection with the transactions contemplated by this Agreement. Each party agrees not to make use of such designated information and material other than for performance of this Agreement. Proprietary information includes information related to research, development, pricing, trade secrets, consumer lists, salaries or obligations to confidentiality under this Agreement shall survive termination of the Agreement.

6.2 Non-Disclosure. Consultant agrees that, except as allowed or directed by Customer, Consultant will not at any time during or after the term of this Agreement or any Statement disclose any confidential information to any person, or permit any person to examine and/or make copies of

any reports or any documents prepared by consultant or that come into Consultant's possession or under Consultant's control by reason of consultant's services, and that upon termination of this Agreement, Consultant will turn over to Customer all Customer designated documents, papers and other matter in Consultant's possession or under Consultant's control that have been provided by and designated by Customer to contain or relate to such confidential information.

6.3. Proprietary Rights. Unless otherwise specified in an Exhibit, all work performed under any Statement, and all materials, products, deliverables developed or prepared for Customer by Consultant under such Statement (whether or not such Statement is completed), are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made for hire; all rights, title and interest therein are hereby irrevocably assigned to Customer. All such materials shall belong exclusively to Customer, with Customer having the right to obtain and to hold in its own name, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Consultant agrees to give Customer and any person designated by Customer, reasonable assistance, at Customer's expense, required to perfect the rights defined in this Paragraph. Unless otherwise requested by Customer, upon the completion of the services to be performed under each Statement or upon the earlier termination of such Statement, Consultant shall immediately turn over to Customer all materials and deliverables developed pursuant to such Statement.

7. Warranties

7.1. Consultant Warranties. Consultant warrants that: (a) each of its employees assigned to perform services under this Agreement shall be qualified by training and experience to perform the obligations of Consultant pursuant hereto and that all work will be performed in accordance with the terms of this Agreement and Exhibits. Work shall be performed within a reasonable time, and will be performed in a workman like manner consistent with applicable industry standards and procedures; (b) Customer shall receive free, good and clear title to all materials, deliverables and products paid for and developed under the Agreement.

There is no other warranty whatsoever. Consultant shall have no other liability other than previously stated with respect to its obligations under this agreement or otherwise for consequential, exemplary, incidental or punitive damages even if it has been advised of the possibility of such damages.

8. General

8.1. Ownership. The parties represent that the Ownership of the existing system belongs to the Customer and that the Customer owns and possesses all rights and interests in said hardware and software necessary to enter into this Agreement and shall indemnify and hold Consultant, his agents and employees harmless from any loss, damage or liability for infringement of any U.S. patent right or copyright or other property right with respect to the use of hardware and software delivered hereunder; provided that GSI permits the Customer to defend, compromise or settle said claim or infringement and gives Customer all available information, assistance and authority to enable Customer to do so. Hardware, software, software system modifications and peripherals to be consulted upon are the sole and separate property of Customer.

8.2. Timeliness of Performance. Consultant understands that prompt performance of all services hereunder is required by Customer in order to meet its schedules and commitments. In the event that any anticipated or actual delays in meeting Customer's deadlines or scheduled completion dates are caused by the unacceptable performance of any Consultant employee or any other cause within the reasonable control of the Consultant, Consultant shall provide additional temporary personnel, as requested by Customer and at no charge to Customer, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

8.3. Term and Termination. This Agreement shall commence on the date as indicated on the Exhibit I – Statement of Work attached hereto and shall continue in full force and effect thereafter unless and until terminated in accordance with the provision of this Agreement or until satisfactory completion of the services provided for herein.

In the event of any material breach of this Agreement by either party, the other party may cancel this Agreement, by giving thirty (30) days prior written notice thereof.

This Agreement is the exclusion statement of the entire Agreement between GSI and Customer, and supersedes all prior Agreements between the parties as the subject matter hereof. No waiver of any right or remedy on any one occasion or more shall be deemed a waiver of such right or remedy on any other occasion. If any provision or provisions of the Agreement is/are held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby this Agreement.

8.4. Work Rules. Unless otherwise agreed to by the parties, Customer's and Consultant's personnel and subcontractors shall observe the working hours, working rules, and policies of Customer while working on Customer's premises.

8.5. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, nor shall any such attempted assignment be void.

8.6. Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by mail at the address specified below: if to Customer at 6323 W. Saginaw Hwy., Lansing MI 48917; if to Consultant at 4265 Okemos Road, Suite A, Okemos, MI 48864, or such other address as either party may, in the future, specify to the party.

8.7. Force Majeure. The parties hereto shall not be responsible for any failure or delay in the performance of any obligations here under caused by the acts of God, flood, fire, war or public enemy.

8.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any and all proceedings relating to the subject matter hereof shall be maintained in accordance with the State of Michigan or the Federal District Courts sitting in Michigan, which shall have exclusive jurisdiction and venue for such purpose.

8.9. Modifications. No modification, amendment, supplement to or waiver of this Agreement or any Statement hereunder, or any of their provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

8.10. Waiver. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

8.11. Complete Agreement. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by the terms, and further agrees that it is the complete agreement of the parties, which supersedes and merges all prior proposals, understandings and all other agreements, written, between the parties relating to this specific subject matter of this Agreement. This Agreement and each Statement attached hereto set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties, commonly entitled "Change Orders." The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

8.12. Enforcement. In the event any one or more of the provisions of this Agreement or of any Statement is invalid or otherwise unenforceable, the enforcement or remaining provisions shall be unimpaired.

8.13. Publicity. Consultant agrees that it will not, without prior written consent of Customer use in advertising, publicity or otherwise the name of Customer or any affiliate of Customer, or refer to the existence of this Agreement in press releases, advertising or materials distributed to prospective customers.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date written on Exhibit I - Statement of Work attached hereto.

Labor Law Poster Service
6323 W. Saginaw Hwy.
Lansing, MI 48917

Gracon Services, Inc.
4265 Okemos Road, Suite A
Okemos, MI 48864

**SIGN
HERE**

Authorized Signature

Authorized Signature

Type or Print Name

Michael K. Grady

Type of Print Name

Title

Chairman

Title

Date

January 13, 2020

Date