



## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made as of this \_\_\_\_\_, 202X between \_\_\_\_\_ (“Client”) having a principal place of business at \_\_\_\_\_ and Viener Consulting, Inc. T/A Viener4Gates (“Viener”) having a principal place of business at 451 Hungerford Drive, Ste 515 Rockville MD 20850.

In consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Services:** Client retains Viener to perform product engineering and professional services work. Viener shall assign one or more resources to perform these services. The details of the services, scope of work and other details for one or more of the assigned resources shall be set forth in a proposal (collectively, "Services"). The term of this Agreement shall begin on the date first set forth above and continue until the Completion Date specified on the proposal or if the Completion date is not specified in the proposal, unless terminated in accordance with the Agreement (the “Term”). Notwithstanding the foregoing, Client may, in its sole discretion, unilaterally extend the Term up until the Services have been completed (unless earlier terminated in accordance with the Agreement) by advising Viener of such extension at any time prior to the Completion Date. In the event of any conflict between any provisions contained in any exhibit to the Agreement (“Exhibit Provisions”) and any other provisions of the Agreement (“Other Provisions”), the applicable Other Provisions shall control, except that, if the applicable Exhibit Provisions expressly supersede the applicable Other Provisions and clearly identify the section(s) of the Agreement that they are intended to supersede, the applicable Exhibit Provisions shall control.
- 2. Compensation:** As full and complete payment for all Services rendered and subject to Viener’s compliance with all of its obligations under the Agreement, Client shall compensate Viener as follows - Client will pay Viener for services in accordance with the billing rate(s) and schedule specified in each proposal, and will be made within ten (10) business days of receipt of the original and accurate invoice. Expenses shall be approved in writing in advance by the Client and will be billed on a biweekly basis and will be payable immediately upon receipt.
- 4. Equipment:** Specifications on equipment will change from time to time. Viener reserves the right to increase or decrease purchase price on any item on which the specifications have changed within the 30-day period.
- 5. Equipment Delivery:** Delivery is estimated based on historical evidence and quotes from manufacturers and distributors. We furnish the information as it is furnished to Viener. Where delays occur Viener will try to minimize these delay as much as possible. Viener cannot be held liable for any delays caused by strikes, acts of God, shipping delays or manufacturer's delays.

6. **Manufacturer's Warranty:** The manufacturer's warranty applies to products sold by Viener. The manufacturer usually handles warranty claims. Warranties vary by manufacturer. Please refer the specific warranty information that was furnished with your product.

The maintenance plan and / or warranty period for product will begin the day such product is shipped to Client. Upon expiration of the maintenance plan period, Viener or the manufacturer may offer, at its discretion, renewal or new maintenance plans and / or warranties for the product. Renewals will be at the price and on the terms and conditions in effect at the time of renewal. If client allows a maintenance plan or warranty to expire, an additional fee may be charged to reinstate the plan.

7. **Restocking Fee:** Viener will charge for all missing items from returns. We also may charge a minimum 20% restocking fee to cover processing costs for returns that are not complete and in factory condition. Risk of loss shall transfer to the client upon delivery.
8. **Freight & Handling:** Clients will be charged a minimum of \$25.00 freight and handling or actual freight charges whichever is greater, for products furnished on this proposal. All products are shipped FedEx or United Parcel Service ground service, unless otherwise specified by the client.
9. **Client Responsibility:** Client shall appoint a responsible Project Manager and provide him or her with the authority to authorize changes in scope, schedule and price and be able to direct the Client's resources to complete the project without delays. This individual shall be designated by the Client and given upper management's full support and backing to move the engagement to completion. This individual shall be responsible for directing Viener personnel and determining the amount of services required.
10. **Viener Responsibility** Unless otherwise arranged, Viener shall not be responsible for networks, cabling, hubs and routers and their effects on the system's overall performance. Client and Client's network vendor shall provide assistance and remedial actions necessary to resolve any network related issues for speed, data integrity and other network related issues.

Should Viener have to resolve performance or integrity issues in the system and the network or hardware is suspected as the cause, Client shall reimburse Viener for the time (at current hourly rates) and expenses involved to research and rectify the problem.

11. **Payment Methods & Late Fees:** Acceptable forms of payment are cash, company check, money order or wire transfer of funds. Deposits and fees are not refundable. If Client fails to pay our invoices in full on or before the Due Date set forth on the invoices, we reserve the right to assess a monthly service charge equal to 1.75% of all fees and expenses which are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than permitted by any applicable law. We also reserve the right to apply funds held as retainer against any past due amounts
12. **Sales Tax:** Viener collects and remits sales tax on equipment purchases in Maryland and Virginia. Unless provided with a resale tax certificate you will be charged sales tax. Out of area sales may not be charged sales tax, but you still may be required to pay a use tax, please consult with your local taxing authority.
13. **Software Support:** Unless otherwise contracted, software support is furnished at Viener' normal consulting rate. Prepaid blocks of hours are also available, please contact Viener for pricing.
14. **Overtime & travel expenses:** If overtime or weekend work is provided, the following additional amounts shall be added to the hourly rate: work performed on Saturdays and after 8 hours per day increases the billable hourly rate by \$40.00 per hour, and on Sunday and holidays by \$60.00 per hour. Travel and related expenses will be reimbursed by the client at cost plus 5%.
15. **Data Integration:** Data transfers, and imports from existing systems are evaluated on an individual basis, and will be charged a separate fee. Please furnish a sample of the data for evaluation.
16. **Governing Law:** This agreement shall be governed by the laws of the State of Maryland for all legal proceedings, including small claims court. You agree that any action brought by us to recover charges under this agreement will be brought in the State of Maryland. The governing body and jurisdiction is Montgomery County, Maryland.
17. **Use of Systems:** Client expressly agrees that your use of the systems described in this agreement are at your sole risk. In no event shall Viener be liable for damages caused or allegedly caused by any failure of performance, error, omission, interruption or deletion, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration, or use of records, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

18. **Rate Changes:** All services and products we provide are subject to business policies, practices and procedures, which may change without notice. We may also change prices and any other terms of the consultancy or engagement at any time by giving you written notice prior to the next billing period in which the changes would go into effect. If the changes adversely affect your rates or service in any material way, you may cease service with Viener. If you choose to continue services after receiving notice of any changes, those changes will apply to you.
19. **Advertising:** Unless requested by **client name**, Viener4Gates has the right to display in any corporate marketing or its online services, **client name** as a client. Viener4Gates will typically add the **client name** to our public website under the client section with a brief description of the engagement. Additionally, we may use **client name** as a reference for future client work. Having Celebree as a reference is the highest form of appreciation from you and your team; and we will do everything in our professional power to deliver above expectation.
20. **Independent Contractor:** Viener is an independent contractor, and is not eligible to participate in or receive any benefit from any benefit plan or program available to employees of Client such as health, disability, or life insurance, vacation or holiday pay, sick leave, profit sharing or pension plans. Client shall not provide workers' compensation coverage for Viener. Viener shall comply with all applicable laws and regulations and all Client safety and security rules in the course of performing the Services and shall have sole responsibility for the payment of all applicable taxes and withholdings with respect to any and all compensation paid to Viener hereunder including providing workers compensation insurance coverage for any Viener resources as legally required.
21. **Performance:** Viener represents and warrants that its performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry. Viener shall report directly to Client' Designated Representative as set forth in the Work Order and shall provide the Services in accordance with the terms in Work Order and further instructions from Client' Designated Representative and/or any officer or director of Client, provided such further instructions do not conflict with any terms of this Agreement. Viener agrees to be available for meetings with Client' Designated Representative and any other Client employees or contractors, as requested from time to time by Client. If Viener's work requires any licenses, Viener represents that it has obtained all such licenses and that all such licenses are in full force and effect and will remain in full force and effect during the Term.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND/OR WORK ORDERS ISSUED HEREUNDER AND ALL COMPONENTS AND ELEMENTS THEREOF, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

22. **Representation:** Viener represents and warrants that any and all information, code, programs, processes, practices or techniques which it will describe, demonstrate, divulge, use, or in any other manner make known to Client during the performance of Services, including Works and Background Technology (collectively, "Property") may be divulged and freely used by Client (and its corporate affiliates and Viener), without any obligation to, or violation of, any right of others, and without violation of any law or payment of any royalty.
23. **Indemnification:** Viener shall indemnify, defend, and hold harmless Client (and its directors, officers, employees and agents) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Viener related to any of the Services performed hereunder, (ii) any breach of any Viener representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any Proprietary Rights or other third party rights or any laws or regulations by any Property or Works, use of any Property or Works, or Viener' performance of the Services.
24. **Assignment:** Viener shall not assign, transfer any right in or obligation arising under this Agreement without Client's prior express written consent (which consent may be withheld or delayed in Client' sole discretion). Client may freely assign this Agreement. Any assignment in violation of this paragraph shall be void. This Agreement shall be binding on and inure to the benefit of each party's heirs, executors, legal representatives, successors and permitted assigns.
25. **Interference With Client Business:** Viener agrees that for the Term and for a period of one (1) year following the expiration or termination of this Agreement, Viener shall not, for itself or any third party, directly or indirectly divert or attempt to divert from Client (or any of its corporate affiliates) any business of any kind in which Client (or any of its corporate affiliates) is engaged including, without limitation, the solicitation of or interference with any of its clients, clients or vendors. Viener understands that none of the foregoing activities will be prohibited if Viener can prove that the action was taken without the use in any way of Confidential Information. Furthermore, Viener agrees that, during the Term, Viener shall not engage in any employment, business, or

activity that is in any way competitive with the business or reasonably anticipated business of Client.

**26. Confidential Information:** Viener shall not disclose or reveal to any persons or entities any of the Confidential Information (or any information derived there from) for any purpose, except to those Viener employees who have a legitimate “need to know” and are bound in writing or by law or regulation to all of the restrictions contained in this Section 13. Viener shall not use any of the Confidential Information (or any information derived there from) for any purpose, except for Viener’ use (and not any third party’s use) as necessary in the ordinary course of performing the Services. Viener shall not remove from Client’ premises, except for Viener’ use (and not any third party’s use) as necessary in the ordinary course of performing the Services, any document or other media or tangible items that contain or embody Confidential Information in any way, whether or not such materials have been prepared by Viener. "Confidential Information" includes all information relating to Client’ business (such as drawings, designs, specifications, data, manuals, know-how, formulas, computer software, algorithms, data structures, scripts, application programming interfaces, protocols, processes, ideas, inventions (whether patentable or not), patents, patent applications, trade secrets, schematics and other technical, business, financial, client and product related plans, forecasts, strategies, and client, client or vendor lists and information), and all information that is developed, created or discovered by Viener, either individually or in collaboration with others, in providing the Services. Confidential Information does not include information that Viener demonstrates to Client’ satisfaction, by written evidence, (i) is in the public domain through lawful means that do not directly or indirectly result from any act or omission of Viener, or (ii) was already properly known to Viener (other than in connection with this Agreement) without any restriction on use or disclosure at the time of Client’ disclosure to Viener. Notwithstanding anything else, the existence and terms of this Agreement shall be deemed and treated as Confidential Information. Viener shall hold the Confidential Information in strict confidence and to take all reasonable measures to protect the confidentiality of the Client Information.

**27. Termination:** Client may terminate this Agreement or any Work Order or part of the Work Order under this Agreement as under:

Client has the right to terminate our services at any time with 30 business days’ notice. Viener Consulting has the same right, subject to a professional and ethical obligation to give you reasonable notice to arrange for alternative support. Should Client terminate before the engagement is completed for whatever reason, 50% of the total remaining engagement fee becomes due.

**28. Privacy:** Viener recognizes and agrees that it has no expectation of privacy with respect to Client’ telecommunications, networking, or information processing systems (including, without limitation, stored computer files, e-mail messages, and voice messages) and that Viener’ activity, and any files or messages, on any of those systems may be monitored at any time, with or without notice.



29. **Insurance:** To the extent that Viener' personnel may perform work at Client's premises, Client shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence.
30. **Non-solicitation:** During the term of this Agreement and for one (1) year after its termination or expiration, Client shall not, without Viener's prior written consent, as outlined on the individual Viener statement of work, directly or indirectly engage or employ on any basis, offer such employment or engagement, or endeavor to entice away or solicit any Viener employee or Viener who has been materially involved with Client's activities under this Agreement. Client understands that this clause is necessary to protect Viener from losing critical assets of its business. Similarly, during the terms of this Agreement and for one year after its termination or expiration, Viener Labs shall not, without Client's prior written consent, directly or indirectly engage or employ on any basis, any of Client's employees. If Client desires to hire out one or more of Viener' employees the terms of such transfer will be discussed on a case-by-case basis and captured in the respective Work Order.
31. **General:** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
32. **Limitation of Liability:** The total, cumulative liability of Viener under this agreement and all work orders, whether in contract, tort or otherwise, shall be limited to the amounts paid by client to contractor for services rendered, in the twelve (12) months immediately preceding the event causing such liability in accordance with the work order/work orders under which liability is incurred. In no event, shall either part be liable for any indirect, special, incidental, consequential or punitive damages (including without limitation damages for business interruption, loss of business profits, loss of business information or any other monetary loss) howsoever caused arising out of or in connection with this agreement and whether or not the party has been advised of the possibility of such damages.



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Viener Consulting, Inc

Client

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Signature

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Signature

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Print Name

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Print Name

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Title

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Title

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Date

For comments or questions, please contact our office:  
Email [sales@viener4gates.com](mailto:sales@viener4gates.com)  
Office 301.251.2900  
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