Master Services/

Subcontractor Agreement

## Cyberhill Partners, LLC

## Last Updated: September 16, 2024

# Master Services/

# Subcontractor Agreement

This Master Services/Subcontractor Agreement (the "Agreement" and/or this “Agreement”) is made as of September \_\_\_\_\_\_\_\_\_\_, 2024 (the "Effective Date"), by and between Cyberhill Partners, LLC with a street address of One Eleven Congress Ave, Suite 500, Austin, TX 78701 Attn: Jake McAndrew ("Cyberhill”) and \_\_\_\_\_\_\_\_\_ with a street address of \_\_\_\_\_\_\_\_\_ (“Subcontractor").

Subcontractor and Cyberhill hereby agree that Subcontractor will provide professional services as outlined in accompanying Exhibit A: Statement of Work (“Statement of Work”) according to the terms and conditions of this Agreement as follows:

1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date \_\_\_\_\_\_ and shall terminate exactly one year from the Effective Date on \_\_\_\_\_\_\_ (the “Termination Date”), unless this Agreement is terminated sooner pursuant to the terms of this Agreement or is otherwise extended pursuant to the terms of this Agreement.
2. Services Agreement. This Agreement is a master agreement and is intended to provide the contractual terms and conditions applicable to services provided by Subcontractor to Cyberhill in conjunction with those terms and conditions listed in the accompanying Statement of Work as solely determined by Cyberhill in Cyberhill’s sole discretion, hereafter during the Term. All work performed by Subcontractor pursuant to this Agreement (the "Services") shall be documented in advance in the Statement of Work which has been signed by authorized representatives of both parties. The Statement of Work shall set forth, at a minimum, the Services to be provided and the fees for the Services to be performed. Unless otherwise agreed in writing in advance, no follow-on or additional work not explicitly described within this Agreement shall be performed.
3. Method of Performing Services. Subcontractor agrees to perform the Services required in the Statement of Work in accordance with the highest professional standards of the industry in which they conduct business. Subcontractor will, with Cyberhill’s approval, determine the method, details, and means of performing the Services to be carried out for Cyberhill and will notify Cyberhill if scheduled Services cannot be provided as set forth in the Statement of Work or must be readjusted in Cyberhill’s sole discretion.
4. Changes in the Work. Cyberhill may, at any time, order additions, deletions, or revisions in the Services provided pursuant to a Statement of Work provided that these modifications to a Statement of Work ("Change Orders") are documented in writing by Cyberhill and acknowledged in writing by Subcontractor. If Subcontractor determines that a Change Order is necessary to provide the Services set forth in a Statement of Work, Subcontractor shall notify Cyberhill in writing of such Change Order and price revision(s), if applicable, in advance of carrying out the modifications. Subcontractor’s failure to comply with this requirement may affect payment of invoices in section 5. Subcontractor shall proceed with the modifications upon receipt of written authorization by Cyberhill.
5. Work and Compensation. Cyberhill agrees to compensate and reimburse Subcontractor for satisfactory work done and costs incurred hereunder as set forth in Exhibit A: Statement of Work. Subcontractor shall be paid within a reasonable time after Subcontractor submits an invoice to Cyberhill for work completed. This invoice shall include an invoice number, the dates covered by the invoice, a summary of the work performed, and any other information or details in accordance with this Agreement. Satisfactory work shall include Services which conform to the specifications set forth in the Statement of Work. Cyberhill in its sole discretion has the right to determine whether such work product conforms to specifications in the Statement of Work. All work performed outside the scope of the Statement of Work, or for which does not conform to the specifications of the Statement of Work, will not be compensated.
6. Expenses. Cyberhill shall reimburse Subcontractor at cost for reasonable expenses incurred by Subcontractor on Cyberhill's behalf when such expenses are necessary for performance of the Services set forth in a Statement of Work and approved prior to incurring by Cyberhill in its sole discretion. Estimates of the total fee for a project shall be provided in an itemized proposal and confirmed in the Statement of Work, including all travel and reasonable expenses, and such estimates shall be considered a reliable and commercially reasonable estimate of cost incurrence. Subcontractor will notify Cyberhill immediately if Subcontractor determines it will exceed the estimate and Cyberhill at such time may then either approve, modify or terminate certain Services required by the Statement of Work which shall cause Subcontractor to exceed the estimates.
7. Termination. Cyberhill and Subcontractor recognize that independent contractors are at-will and may be terminated at any time by either party through a written notice. Upon receiving notice of termination, Subcontractor shall immediately cease all work outlined in the Agreement, the Statement of Work, and any other services being performed on Cyberhill’s, or any of Cyberhill’s representative’s behalf. Upon receiving notice of termination, Subcontractor shall notify Cyberhill of all Services currently in progress. Subcontractor warrants and agrees that any Services, or work of any kind, performed after Subcontractor receives a notice of termination constitute a breach of this Agreement, and will not be compensated.
8. Non-Solicitation of Cyberhill Employees. Subcontractor agrees not to solicit Cyberhill employees for employment by Subcontractor or any third party during the term of this Agreement and for one year following the termination or expiration of this Agreement.
9. Authorizations and Authority: Subcontractor represents and warrants that Subcontractor and Subcontractor’s Employees are in compliance with, and will continue to comply with all federal, state, and local laws requiring drivers and other licenses, business permits, certificates, and authorizations required to carry out the Services to be performed under this agreement.
10. Workers Compensation and Insurance. Cyberhill shall not obtain workers’ compensation insurance on behalf of the Subcontractor or Subcontractor’s Employees. If Subcontractor hires employees to perform any work under this Agreement, Subcontractor will provide sufficient workers’ compensation insurance to the extent required by law and provide Cyberhill with a certificate of workers’ compensation insurance before the Subcontractor’s employees begin work. Cyberhill shall not provide Subcontractor or Subcontractors Employees with any forms of insurance benefits.
11. Confidential Information. Subcontractor acknowledges that it will be necessary for Cyberhill to disclose certain confidential and proprietary information to Subcontractor in order for Subcontractor to perform duties under this Agreement. Subcontractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Cyberhill. Accordingly, Subcontractor will not disclose or sue, either during, before or after the term of this Agreement, any proprietary or confidential information of Cyberhill without Cyberhill’s prior written permission except to the extent necessary to perform Services on Cyberhill’s behalf. Cyberhill shall be entitled to equitable relief, including an injunction, in the event of any such breach or threatened breach of this section of the Agreement. Such equitable relief shall be in addition to Cyberhill’s rights and remedies otherwise available at law.
    1. Proprietary or confidential information. Includes, but is not limited to, the written, printed, graphic, or electronically recorded materials furnished by Cyberhill for Subcontractor to use; Any written or tangible information stamped “confidential,” “proprietary,” or with a similar legend, or any information that Cyberhill makes reasonable efforts to maintain the secrecy of; Business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; Information belonging to customers and suppliers of Cyberhill about whom Subcontractor gained knowledge as a result of Subcontractors Services to Cyberhill; and any other information gained that Subcontractor reasonably believes to be confidential information.
12. Indemnification. Subcontractor will hold Cyberhill and its employees, members, agents, and representatives harmless from and indemnify and defend them against all damages, losses, injuries, liabilities, penalties, costs (including attorney’s fees), claims, demands, litigation, and judgments (a) arising from or incurred in connection with the performance of the Services, or (b) caused by Subcontractor or anyone working on or providing the Services.
13. Assumption of Risk. Subcontractor assumes all risk of property loss or damage and of personal injury or death, other than that caused by the negligence of Cyberhill, its agents or employees, which may be sustained by Subcontractor, its property or equipment, or any of Subcontractor’s agents or employees, as a result of performing Services. All property furnished by Cyberhill will remain the property of Cyberhill.
14. Policies and Procedures. All Subcontractor’s Employees and subcontractors performing the Services, without exception shall be informed of and shall conform to all Cyberhill’s policies and procedures pertaining to ethics, conduct, safety, standards of conduct policies, perimeter control, and security procedures. Subcontractor, its employees, and agents performing work within any Cyberhill occupied building or on any Cyberhill premises shall be informed of and shall comply with all environmental, health, and safety regulations set forth by applicable federal, state, and local regulatory agencies.
15. General Warranty. Subcontractor warrants that: (i) it has all rights necessary to fulfill the requirements of this Agreement, and that Subcontractor, Subcontractor’s Employees, and anyone else within Subcontractor’s employment are fully qualified to perform hereunder, (ii) performance of the Services do not and will not conflict with or result in any breach or violation of any other contracts, agreements, understandings or other obligations that Cyberhill has or will have with other third parties, (iii) Subcontractor will comply with all US, State, and local laws and regulations including without limitation, the Procurement Integrity Act, 41 U.S..C. 423, in the performance of services. Additionally, Subcontractor warrants that all Services performed hereunder shall be performed in accordance with the highest professional standards.
16. Entire Agreement; Amendments. This instrument including the Exhibits attached hereto contains the entire agreement between the parties and there are merged herein all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise, or condition not incorporated herein shall not be binding upon either party and this Agreement supersedes and is in lieu of all prior or contemporaneous agreements or arrangements between the parties with respect to the subject matter hereof. Any modification of any provision of this Agreement must be in writing and signed by authorized representatives of the parties hereto.
17. Right to Review. Cyberhill will have access to and the right to review and retain all files held by Subcontractor related to the Services provided. Cyberhill expects Subcontractor to maintain an audit trail of all financial and non-financial transactions. Cyberhill reserves the right to audit Subcontractor and any subcontractors or Agencies, where contracts permit, for the accuracy of charges and invoices for products and Services provided hereunder. Cyberhill, at its discretion, may choose to use its internal audit staff or an outside independent audit firm to perform these audits. Subcontractor will provide reasonable assistance to such audits and inspectors at no additional cost or expense to Cyberhill.
18. Dispute Resolution. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute without third party intervention. If this attempt at resolution is unsuccessful, the parties agree to work towards a resolution through the use of a mutually-agreed upon mediator in Travis County, State of Texas. Any costs and fees other than attorneys fees associated with the mediation shall be shared equally by the parties.
19. Choice of Law and Forum**.** This agreement shall be deemed to have been entered into at Cyberhill’s location in the State of Texas, regardless of the place or places of signing. The laws of the state of Texas, excluding its conflicts laws, shall govern this Agreement, the rights and obligations of the parties hereto, the entire relationship between the parties hereto, and all matters arising out of or relating to this agreement. This Agreement is performable in Travis County, Texas, or the United States District Court for the Western District of Texas at Austin. The parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.
20. Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entirety of this Agreement, but rather, unless a failure of consideration would result, the entirety of this Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of the parties shall be construed and enforced accordingly.
21. Equal Opportunity Employer. Cyberhill is an Equal Opportunity Employer. It is the policy of Cyberhill to hire the most qualified individuals without regard to race, color, religion, sex, age, marital status, sexual orientation, national origin, or veteran’s status. Cyberhill shall use its best efforts to recruit a diverse group of candidates, which shall include but not be limited to minorities, females, veterans, and persons with disabilities to fill Cyberhill openings. Upon acceptance of this agreement, Subcontractor agrees to cooperate with this policy.
22. Assignment. This Agreement and the services contemplated hereunder are personal to Subcontractor, and Subcontractor shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Cyberhill which may be withheld in Cyberhill’s sole descretion. Any attempt to do so shall be void *ab initio*. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to the extent permitted by this Agreement, their successors and assigns.
23. No Partnership. This agreement does not create a partnership relationship. Subcontractor does not have authority to enter into contracts on Cyberhill’s behalf.
24. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

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| Subcontractor:  BY:  NAME:  TITLE  DATE | Cyberhill Partners LLC:  BY:  NAME:  TITLE  DATE |