

Subcontractor MASTER AGREEMENT

SUPPLIER INFORMATION
Company Name: SAMPLE
Address Line 1: SAMPLE
Address Line 2: SAMPLE
Phone: SAMPLE Fax: SAMPLE
Check one: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Independent Contractor (1099)
Date of this Agreement: SAMPLE

4. Warranty

Supplier warrants to NextGen that its services and the services of Supplier Personnel will be provided utilizing reasonable care and skill in accordance with customary industry standards. In the event that Supplier breaches this warranty, NextGen shall notify Supplier in writing describing the deficiency. Supplier agrees to promptly re-perform such services that failed to meet this standard of care. If the deficiencies in the services can not be corrected to the satisfaction of NextGen or Client, or if Client requests an immediate refund, Supplier will promptly refund to NextGen any amount paid for such deficient services. Except as expressly set forth in this Agreement, Supplier disclaims all warranties with respect to the quality of the services provided hereunder, whether express or implied, including implied warranties of fitness for a particular purpose and merchantability. Notwithstanding the foregoing, this disclaimer shall not apply to services provided under a Purchase Order in the event that the corresponding NextGen/Client contract does not contain a disclaimer of warranties at least as broad as this Section 4.

5. Invoicing and Payment

Supplier agrees to maintain accurate records of the time worked by employees of Supplier, and that all records will comply with all applicable requirements under Federal and state law. NextGen agrees to pay Supplier per the rate(s) established in executed Purchase Orders. Supplier's employee(s) will be required to create and submit a hard copy time slip or an automated time slip, or both, reporting the accurate time spent in providing billable services to the Client. The Client may require that their designated personnel review and approve any time slip for their ultimate payment. Specific time reporting requirements are client dependent and therefore stated in the individual "Purchase Order" and any contractual flow-down requirements incorporated therein. All compensation to Supplier is keyed to the time slip entries. At no time, will Supplier submit an invoice for payment to Client, as they are not acceptable. It is the Supplier's responsibility to ensure time slips and any expenses are submitted on a timely basis by their employee(s).

(a) NextGen's time keeping cycle is semi-monthly. Approved time records should be sent for processing to the address designated on each Purchase Order, and must include the NextGen and/or Client Purchase Order number if specified on the Purchase Order. Other clarifications and any Client specific guidance will be cited in any Purchase Order issued under this Agreement.

(b) Unless identified as an auto-remit Supplier, Supplier will submit monthly invoices to NextGen for reasonable and necessary costs and expenses incurred in connection with providing the services hereunder to the extent that such are specified by the Purchase Order and authorized and approved in writing by the Client. Such invoices will be submitted to the address as designated on each Purchase Order, and must include all supporting documentation. Supplier shall be paid by NextGen **net - 45**.

(c) Supplier acknowledges that timely and accurate submission of time records and invoices for expenses are critical to NextGen and its Clients. Supplier shall, when submitting time records or invoices for a specified period of time and Purchase Order, include all charges for the period and for the Purchase Order noted and not for any other time period or Purchase Order. If Supplier fails to include any such time records or charges for expenses in strict compliance with the terms of this Agreement (or as may be otherwise specified by Purchase Order), regardless of the reason for such failure, the Client, in its sole discretion, can elect to pay or not to pay, in whole or in part, such time records submitted or charges submitted. Should the client's election to not to pay any such later submitted time records or other charges shall not give rise to any cause of action on behalf of Supplier, including failure of consideration. Supplier will be solely responsible for Supplier Personnel's compliance with these procedures.

(d) Supplier acknowledges and agrees that it is entitled to compensation only for services and expenses that have been authorized and accepted by the Client.

6. Record Maintenance

Supplier agrees to maintain records for a period of three (3) years following the completion of services provided hereunder which adequately substantiate

THIS AGREEMENT is by and between **NextGen Information Services, Inc.**, a Missouri corporation, with a principal location at 3660 South Geyer Road, Suite 300, Saint Louis, MO 63127, and Supplier (described above).

1. Type of Agreement

NextGen is in the business of locating temporary personnel with information technology and other skills for its affiliates and various clients (each individually referred to as "Client"). This Agreement allows Supplier to introduce its personnel candidates to NextGen so that NextGen may propose the services of such supplier personnel to a Client under a specific NextGen/Client agreement. This Agreement is **not** a purchase commitment or request for delivery by NextGen of any Supplier services. Any services to be performed under this Agreement by Supplier will be authorized only by Purchase Orders signed by both parties.

2. Purchase Orders

The parties agree that a purchase order, in the form attached hereto and made a part hereof as Exhibit 1 ("Purchase Order"), shall be executed by the parties prior to the commencement of Supplier's services. Each Purchase Order will specify the type of services or level of effort required, the terms, the negotiated labor rate, the name of the individual(s) provided by Supplier to perform the services ("Supplier Personnel") and the performance location(s). No costs other than labor rates will be allowed except as authorized by the Client and specified in the Purchase Order. No expenses, such as travel and living, will be allowed except as authorized by the Client and specified in the Purchase Order. Neither NextGen nor the Client will provide or bear the cost of formal training of Supplier Personnel unless otherwise explicitly set forth in the Purchase Order. Specified Client contract clauses and attachments may be incorporated into and other modifications may be made to this Agreement by reference in Purchase Orders. Client contract flow-down requirements will be cited and included in the Purchase Order and referenced exhibits as necessary.

3. Term and Termination

This Agreement will be effective as of the date designated above once this Agreement has been signed by both parties. This Agreement will remain in effect until terminated in accordance with this Section. NextGen or Supplier may terminate this Agreement without cause by providing the other fourteen (14) calendar days' prior written notice. NextGen or Supplier may terminate this Agreement and/or any Purchase Order issued hereunder in the event that the other party has breached the terms or conditions of this Agreement and/or a Purchase Order issued hereunder, by providing the breaching party with fourteen (14) days prior written notice, so long as the breaching party has not cured such breach during the fourteen (14) day notice period. Further notwithstanding the foregoing, NextGen may terminate any Purchase Order upon as little notice as is provided to it by its Client if the Client has terminated the services of one or more Supplier Personnel. NextGen agrees to pay Supplier for all Client approved fees and expenses incurred for services provided hereunder through the effective termination date. If NextGen has terminated this Agreement or a Purchase Order for Supplier's uncured breach, NextGen may deduct from any payments due Supplier hereunder, any costs or damages incurred by NextGen attributable to Supplier's breach.

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the applicability and accuracy of all charges, as well as specific employee wage and markup rates for such services (DoD only). Supplier also agrees to produce such records for audit by NextGen and/or Client upon the provision of reasonable advance notice. The length of this record retention period may be increased by modifications to this Agreement or Purchase Orders pertaining to specific Client engagements.

7. Supplier Personnel

(a) Supplier agrees that Supplier Personnel provided hereunder are W2 employees of Supplier (unless otherwise specified by Purchase Order) and are in no event employees of NextGen or Client. Further, Supplier acknowledges that Supplier Personnel are not entitled to any rights, benefits or privileges provided by NextGen or Client to their own employees, and Supplier warrants that this information has been communicated to Supplier Personnel prior to the provision of services under this Agreement. Supplier warrants that it bears the sole responsibility for the payment of compensation to Supplier Personnel, including, but not limited to, salary, taxes, contributions and benefits, to the extent applicable. NextGen and the Client have no obligation to provide Worker's Compensation coverage or to pay premium "overtime" payments, at any rate other than the bill rate agreed to in the Purchase Order. NextGen shall not be liable to Supplier or to Supplier Personnel for the Supplier's failure to fulfill its compensation, benefit or tax obligations.

(b) Supplier and all Supplier Personnel shall comply with all applicable laws, regulations, orders, ordinances, codes and standards, including identification and procurement of required permits, certificates, approvals and inspections, insurance coverage (including workers' compensation), proper withholding and submission of social security and income taxes, and any other laws which subsequently become applicable to the Supplier or to the performance by Supplier or agents of Services under this Agreement. The foregoing shall include, without limitation, compliance with the Fair Labor Standards Act, the Immigration Reform and Control Act (including all worker eligibility or I-9 verification procedures), and all equal opportunity employment and non-discrimination laws and regulations, including Executive Order 11246. The Supplier shall procure and maintain all licenses, permits, and registrations necessary to perform the services contemplated by this Agreement.

(c) Supplier warrants that all information provided by Supplier Personnel in consideration for providing services to NextGen and its Clients is true to the best of Supplier's and Supplier Personnel's knowledge. Supplier authorizes NextGen to verify all Supplier employee information provided in conjunction with this Agreement, including, but not limited to, previous employers, educational records and references. Supplier shall use its best efforts (by skills assessment or otherwise) to ensure that Supplier Personnel have the necessary qualifications to perform the services set forth in the respective Purchase Order. Upon NextGen's Client's request, and to the extent permitted by law, Supplier agrees to conduct and to pay for without reimbursement background checks on Supplier Personnel when proposing them for service under this Agreement. Background checks may include the following: public criminal records, judgments, credit checks, fingerprinting, drug screening or other Client specific requests.

(d) Supplier warrants that it will disclose the contents and explain the responsibilities of Sections 9, 10, 11, and 12 prior to a Client interview and will obtain Supplier Personnel's written agreement to be bound thereby. Supplier warrants that it will obtain the written agreement of any Supplier Personnel to comply with the terms of any documents or obligations required by a specific Client prior to the placement of such Supplier Personnel at a Client site. Supplier agrees to provide copies of any and all such written agreements to NextGen and/or the Client upon request.

(e) Supplier agrees upon request by NextGen or Client to remove immediately from a Client site any Supplier Personnel whose performance of services or conduct is not satisfactory to NextGen or Client. Upon request, Supplier will use its best efforts to replace such removed Supplier Personnel with a replacement Supplier Personnel of equal or superior skills and qualifications at the same hourly rate as the removed Supplier Personnel. NextGen will not be obligated to pay Supplier for the time of any replacement Supplier Personnel until such time as such replacement Supplier Personnel is fully able to assume and perform the duties of the removed Supplier Personnel.

(f) Supplier will not remove, terminate or reassign any Supplier Personnel who have been designated by Purchase Order as Key Supplier Personnel. This prohibition shall not apply to terminations from employment due to cause or death or disability.

(g) Supplier warrants that Supplier Personnel are not restricted from providing services to NextGen and/or the Client by any employment or other agreements and will not create any conflict of interest.

(h) Supplier agrees that once it submits to NextGen a resume or other information regarding any individual proposed as a Supplier Personnel for placement at a specific Client, Supplier will not submit such individual either directly to such specific Client or indirectly to such Client through any other vendor.

8. Client Contact

Except as otherwise requested or directed by NextGen, Supplier will deal directly and exclusively with NextGen with respect to Supplier's services hereunder and with respect to Supplier Personnel, and will not communicate directly with the Client regarding such.

9. Hiring of Personnel

(a) During the term of this Agreement and for a period of twelve (12) months after its termination or completion of services hereunder, Supplier and Supplier Personnel as well as NextGen and NextGen Personnel agree that they will not solicit for hire, hire, or advise or assist others with the opportunity to do the same, any (i) employees or contractors of Client; (ii) employees or contractors of the other party; and/or (iii) employees or contractors of other Suppliers who are on assignment with Client or had been on assignment with Client during the previous six (6) months.

(b) During the term of any Purchase Order under this Agreement, Client shall have the right to offer employment to any Supplier Personnel.

(c) Supplier agrees to release their respective personnel from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such personnel from accepting an offer of employment by the Client.

10. Non-Competition

(a) During the term of this Agreement and for a period of six (6) months, as measured from the last occurrence of the date of this Agreement or any introduction, interview, or provision of services in contemplation of or under a Purchase Order to this Agreement, Supplier and Supplier Personnel agree that they will not provide or attempt to provide, advise, or assist others to take advantage of an opportunity to provide, any services to a Client (i) about which Supplier or Supplier personnel has received information from or through NextGen hereunder; (ii) to which Supplier or Supplier Personnel has been introduced by or through NextGen hereunder; and/or (iii) to which Supplier or Supplier Personnel provided services hereunder.

(b) The parties agree that a breach of this Section 10 may give rise to irreparable harm to NextGen and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, NextGen has the right to seek equitable and injunctive relief, as well as to seek appropriate monetary damages from Supplier and/or Supplier Personnel in the event of a breach of this section.

11. Intellectual Property Rights

Supplier and Supplier Personnel agree that all documents, deliverables, software, systems design, disks, tapes and any other materials created in whole or in part by Supplier and its employees during the provision of services under this Agreement are "Work Made for Hire". All ownership and control of the above materials and creations, including any copyright, patent rights and all other Intellectual Property Rights will vest exclusively with the Client and/or NextGen, as specified by NextGen. Supplier assigns to the Client and/or NextGen all rights, title and interest that Supplier may have had in such materials and creations to the Client and/or NextGen without any additional compensation and warrants that they are free of all liens and encumbrances of any type.

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12. Confidential Information

(a) Supplier understands that NextGen is required to maintain the confidentiality of information obtained from or divulged by Client. Supplier and NextGen also understands that the other party desires to maintain the confidentiality of its own information. Supplier and NextGen agree not to disclose to any of its personnel not having a need to know nor to any third party (except for Client) any Confidential Information relating to the other party, their agents, their clients (including Client), their Client's clients, or the other parties Suppliers or employees. Confidential Information is information that is disclosed or obtained during the course of services being performed under this Agreement and includes, but is not limited to: (i) trade secrets, know-how, tools, methods, techniques, designs, computer source code, customer information, employee information, pricing information, financial information and business strategies; (ii) any information designated as either proprietary, confidential or that contains some other type of security classification or restriction; and, (iii) any information regarding the existence of, and details about any opening for which candidate may be proposed or interviewed or has learned about through such interviews, and the identification of the Client in regard to the opening.

(b) Supplier's employees must not reproduce in any way, divulge, or remove from the Client's premises any tangible or intangible property whatsoever, except personal effects, which could reasonably be construed as constituting Confidential Information relating to NextGen, any Client, or the clients of any Client. All Client data or materials in the possession of Supplier or its employees at either the termination of or completion of services under this Agreement or individual Purchase Orders must be returned to the Client. All parties agree that the disclosure or use of Confidential Information in breach of this section may give rise to irreparable harm to the injured party and acknowledge that remedies other than injunctive relief may not be adequate. Accordingly, NextGen and the Client have the right to seek equitable and injunctive relief to prevent the unauthorized disclosure or use of any of its Confidential Information, as well as to seek appropriate monetary damages.

13. Insurance

(a) Prior to the provision of services under this Agreement, and at its own expense and without reimbursement, Supplier will obtain for itself and Supplier Personnel, the following types and levels of insurance: (i) General Liability insurance covering bodily injury, death, and property damage, arising from acts or omissions by Supplier or Supplier Personnel, with a minimum limit of \$1,000,000; (ii) Workers' Compensation insurance, as required by law, including employer's liability insurance with a minimum limit of \$100,000 per occurrence; and, (iii) Business Automobile insurance covering bodily injury, death, and property damage with a minimum limit of \$500,000 if vehicle will be used in conjunction with services provided under this Agreement.

(b) Minimums and types of insurance requirements may be cited in individual Purchase Orders because of Client specific flow-down insurance minimum requirements. Supplier agrees to name NextGen and Client as additional insureds and will provide a copy of the Certificate of Insurance (ACORD form) prior to commencing services under this Agreement. Upon request, Supplier will also provide a copy of its insurance binder or policy.

14. Indemnification

Supplier agrees to indemnify and hold harmless NextGen and the Client, and their respective officers, directors, agents, owners, and employees, for any and all losses, costs and other liabilities incurred, including reasonable attorney's fees, relating to Supplier's and Supplier Personnel's negligence, misconduct or breach of any terms or conditions of this Agreement, provided, however, that Supplier's indemnity obligations hereunder shall not extend to the negligence, willful misconduct or breach of this Agreement of or by NextGen.

15. Limitation of Liability

NextGen and Supplier agree that neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement, whether the cause of the action against the other is in contract, breach of warranty, tort or otherwise, including, but not limited to lost profits,

lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages. Notwithstanding the foregoing, this limitation shall not apply to: (i) breaches of confidentiality obligations set forth in Section 12 above; (ii) liability resulting from a party's gross negligence or willful misconduct; and/or (iii) Supplier with respect to a Purchase Order in the event that the corresponding NextGen/Client contract does not contain a limitation of NextGen' liability at least as broad as this Section 15.

16. Notices

All notices issued under this Agreement must be in writing and will be deemed effective one (1) day after having been sent by a nationally recognized overnight courier for overnight delivery to the following designated parties, with delivery confirmation:

NextGen Information Services, Inc., 3660 South Geyer Road, Suite 300, Saint Louis, MO 63127.

17. Construction

This Agreement, together with the Purchase Orders issued under this Agreement, constitutes the entire agreement between NextGen and Supplier with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This Agreement may be amended only by written agreement of the parties which is signed by authorized representative of both parties. Only an authorized NextGen employee may issue modifications to this Agreement. Any services performed by Supplier in anticipation of the signing by both parties of a written modification to this Agreement or a Purchase Order shall be done at Supplier's sole risk. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force. Waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. This Agreement may be executed in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument. The captions and heading appearing in this Agreement are for reference only and will not be considered in construing this Agreement. As used in this Agreement, "including" means "including without limitation".

18. Assignment

Neither Supplier nor NextGen may assign or otherwise transfer this Agreement or rights hereunder without the prior written consent of the other. Waiver by Supplier or NextGen, respectively, as to any transaction shall not operate as a waiver of the prohibition contained herein or such party's rights as to any subsequent transaction. Notwithstanding the foregoing, NextGen may, without Supplier's consent, assign this Agreement to (a) a parent or subsidiary corporation or corporation owned by a parent corporation; (b) a person or entity which, through merger, acquisition or otherwise, succeeds to all or substantially all of NextGen' business, provided such assignee agrees in writing to be bound by the terms and conditions of this Agreement; or (c) Client or Client's designated service provider.

19. No Further Subcontracting

Supplier may not subcontract any services to be provided hereunder without the prior written approval of NextGen. NextGen agrees not to unreasonably withhold or delay its approval, except that NextGen may disapprove a proposed subcontractor based solely on the request or direction of the Client. NextGen shall have the right at any time during the term of this Agreement to revoke its prior approval of a subcontractor and may direct Supplier to immediately remove such subcontractor and its Supplier Personnel from performing services under this Agreement. Upon request by NextGen, Supplier shall use its best efforts to replace the Supplier Personnel of the removed subcontractor with replacement Supplier Personnel of equal or superior skills and qualifications at the same hourly rate as the Supplier Personnel of the removed subcontractor. Supplier agrees to obtain the written agreement of any approved subcontractor to comply with the terms and conditions of this Agreement and any Client specific documents or obligations as specified in a

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Purchase Order. Notwithstanding anything to the contrary contained herein, Supplier shall remain liable for all obligations, services and functions performed by any approved subcontractors to the same extent as if such obligations, services and functions were performed by Supplier. Supplier shall be NextGen' sole point of contact regarding work performed by approved subcontractors hereunder. If Supplier fails to obtain NextGen' prior written approval of any subcontractor in strict compliance with the terms of this Section 20, regardless of the reason for such failure, NextGen, in its sole discretion, can pursue any of the following actions: 1) terminate the Purchase Order associated with such action; 2) terminate the Agreement; or 3) contract directly with Supplier's subcontractor; furthermore, NextGen can elect to pay or not to pay, in whole or in part, for the services provided by and the expenses incurred by such unapproved subcontractor. NextGen' election to pay or not to pay any such amounts shall not give rise to any cause of action on behalf of Supplier, including failure of consideration. Supplier agrees to release their subcontractor from the terms of any restrictive covenant or other agreement which may inhibit or restrict the ability of such subcontractor from contracting directly with NextGen. NextGen reserves the right to contract directly with any subcontractor of Supplier with which NextGen has an existing contractual relationship.

20. Publicity

Neither party may use in advertising, publicity or otherwise (including on the Internet) the name of the other party, or any trademark, trade dress, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other party without the prior written consent of the other party. In the case of Supplier, these restrictions shall also apply to the Client's name and the like. Notwithstanding the foregoing, NextGen may include Supplier's name in any listing of Suppliers used in general or with respect to a specific Client.

21. Independent Contractor

Nothing contained herein shall be deemed or construed to create any partnership or joint venture between the client, NextGen, and the Supplier. All activities by Supplier under the terms of this Agreement shall be carried on by Supplier as an independent company and not as an agent for or employee of Client or NextGen. Unless stated elsewhere, the Supplier shall have no authority to act on behalf of Client or NextGen directly or indirectly. The parties do not intend for any employee of Supplier to be deemed or construed to be an employee of NextGen or Client, nor shall Supplier, Client, nor NextGen be deemed to be co-employers of any employee or agent. Neither the Client nor NextGen shall be liable for any workplace injuries or damages under workers' compensation laws and regulations incurred by Supplier as a result of its activities in the performance of this agreement.

22. Laws

This Agreement shall be governed by the laws of the State of Missouri without respect to its conflict of law provisions. Any lawsuits pertaining to this Agreement, or to the services provided, shall be brought in the federal or state courts in the State of Missouri. Supplier consents to the exercise of personal jurisdiction over it by such courts.

23. Survival of Terms

Upon the expiration or termination of this Agreement for any reason, Sections 4, 6, 10, 12, 14, 15, 18, 20, and 22 will survive, and the parties' rights and responsibilities thereunder will remain in full force and effect.

24. One Time Charge

Supplier acknowledges and agrees to a single one-time processing charge of \$150.00 per person placed under this agreement. This amount will be deducted from the first invoice for any person placed under this agreement.

25. Flow Down Provisions

It is anticipated that on a client-by-client basis additional contractual flow down provisions will be cited and included as exhibits to any ensuing purchase orders. Clients particularly have differing insurance requirements that a Supplier may not be able to comply with, which is understood. Declining ensuing Purchase Orders with insurance requirements beyond their coverage in

no manner will prevent the Supplier from being offered the ability to supply personnel to other Clients.

26. Entire Agreement

The terms contained in this Agreement, and any Orders, including all appendices and subordinate documents attached to or referenced in the Agreement or any Orders, will constitute the entire integrated Agreement between the Supplier Subcontracting Firm and NextGen with regard to the subject matter. The Agreement will supersede all prior oral and written communications, agreements, and understandings of the parties, if any, with respect hereto. Acceptance of Services, payment or any inaction by NextGen shall not constitute NextGen's consent to or acceptance of any additional or different terms from that stated in this Agreement, except for terms in an Order placed by NextGen and signed by both Parties. The parties agree that this agreement is valid, binding, and enforceable by signature in counterparts, by facsimile, and/or by pdf scan.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the later date below.

FOR: NextGen Information Services, Inc.
(by) Signature:
Type/Print Name: SAMPLE
Title: SAMPLE
Date signed:
Primary Point of Contact: SAMPLE E-mail: SAMPLE
Tax Identification Number: 43-1791848

FOR SUPPLIER: SAMPLE
(by) Signature:
Type/Print Name: NOTICE
Title: SAMPLE
Date signed: SAMPLE
Primary Point of Contact: SAMPLE E-mail: SAMPLE
Tax Identification Number: SAMPLE

This is a protected document. Only those highlighted areas are available for computer input. Only changes negotiated through the NextGen Contract Services Group will be accepted and legally incorporated into this document. Any change not incorporated by the NextGen Contract Services Group will be null and void regardless of the incidence of otherwise valid signatures on the document or any executed purchase order. No pen and ink changes authorized.