

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of [DATE] [MONTH], [YEAR], (“Effective Date”) by and between Precision Legal Ops LLC, a limited liability company, (“Company”) and \_\_\_\_\_ (“Client”), a \_\_\_\_\_ corporation. Company and Client are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**IN CONSIDERATION OF** the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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## 1. PROFESSIONAL SERVICES

**1.1 Scope of Services.** Subject to the terms and conditions of this Agreement, Company is hereby retained by Client to provide the professional services specified in the “Scope of Services” attached hereto as Exhibit A and incorporated herein by reference, which services are referred to herein as the “Services.” Client may, but is not obligated to, engage Company to perform additional Services upon mutually agreed terms and conditions and by means of a written addendum to Exhibit A of this Agreement.

**1.2 Performance Standard and Warranty.** Company will cooperate with Client and Client’s staff in the performance of the Services. Company warrants and represents that the Services will be performed in a professional and timely manner and Company does not have any actual or potential interests adverse to Client with reference to the subject of this Agreement. Client must report any deficiencies in the Services to Company in writing within thirty (30) days after such Services are performed in order to receive the warranty remedy. Client’s sole and exclusive remedy and Company’s entire liability for breach of this warranty will be re-performance of the deficient Services. If, for any reason, Company is unable or fails to correct such deficiencies, Client may terminate this Agreement as provided in Section 3.2. Company will bear no liability or otherwise be responsible for delays in the provision of Services, or any portions thereof, occasioned by Client’s failure to timely complete a task or adhere to its own schedule.

**1.3 Nature of Services.** All reports, documents, files, media, or other written materials (“Written Work”) created, developed, or produced by Company in connection with the Services shall be and remain the property of Client and belong exclusively to Client. Company agrees to assign and transfer all of its right, title and interest in such Written Work to Client without restriction or limitation upon its use or dissemination. Client does not under this Agreement acquire any ownership rights in or to any software, documentation, tools, techniques, methodologies, or other material which has not been created as part of the Services and which is proprietary to Company.

**1.4 Change Orders.** Any changes to the scope of the Services must be made in writing and signed by

both parties ("Change Order") or if the Change Order is made via email to the other party's designated contact person, the receiving party will have five business days to reject the Change Order. If said rejection is not made within the 5 business day period, the Change Order is deemed mutually accepted. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement. Change Order via email must be sent to the email address identified in Section 8.7.

**1.5 Client Duties and Responsibilities.** Client will make available in a timely manner for Company's use, at no charge to Company, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Company as set forth in the applicable document for the performance of the Services. Client will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Client computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Client. Client will provide, at no charge to Company, reasonable office space and equipment at Client's facilities (such as copiers, fax machines and modems) as Company requires in performing the Services.

**1.6 Interdependencies; Client and Third Party Delays.** Client acknowledges that meeting the Target End Date is contingent upon timely completion of activities by Client as contemplated by the parties under this Agreement including, without limitation, those activities designated to Client in Section 1.5 above and/or in the applicable Services exhibit or Change Order ("Client Obligation"). Client will immediately advise Company in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Client's failure or inability to perform a Client Obligation. The Target End Date (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of: (a) any delay caused by Client's failure or inability to perform a Client Obligation; (b) any delay due to Client's request for changes (whether pursuant to a Change Order or otherwise); (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Client's action(s) or omission(s). No such delay will relieve or suspend Client's obligation to pay Company under Article 4 and, in addition to such payment obligations, Client will pay for any and all costs and expenses incurred by Company relating to re-staffing as a result of any delay caused by Client.

**1.7 Independent Contractor.** Company will determine the method, details, and means of performing the Services. At its own expense, Company may use employees or contractors to perform the Services under this Agreement. Company and Client understand and intend that Company shall perform the Services as an independent contractor and not as an employee of Client. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties.

**1.8 Change Documentation Protocol.** For changes pursuant to Section 1.1 and 1.4, please refer to Exhibit C as a guideline protocol for documentation of changes to the Scope of Services.

## **2. COMPENSATION AND PAYMENT**

**2.1 Fees and Expenses.** For the Services provided by Company pursuant to this Agreement, Company shall be compensated in accordance with the “Compensation Schedule” attached hereto as Exhibit B and incorporated herein by reference. Compensation will include reimbursement for all reasonable and necessary travel, living, and out-of-pocket expenses incurred by Company in providing the Services, when travel is required in order to provide the Services. Company will obtain Client’s approval for billable travel prior to incurring any expense for such travel.

**2.2 Payment.** Company will invoice Client on a monthly basis. Client’s payment terms will be in U.S. Dollars and paid in full within thirty (30) days after the invoice date.

**2.3 Overdue Invoices.** In addition to any other remedy available to Company for late payments, Client will be obligated to pay Company interest for fees and charges not paid within thirty (30) days after the invoice date at the compounded rate of one and a half percent (1.5%) per month or the maximum allowed by law, whichever is less for each month (or partial month), calculated from the date such payment was due until the date paid. If Client elects to discontinue the Services and does not pay the outstanding fees and charges in full within thirty (30) days of such election, Client will continue to be charged interest until the balance is paid in full. Client will be responsible for any costs, including attorney’s fees, incurred by Company in collecting any past due amounts under this Agreement.

**2.4 Disputed Charges.** Client may not withhold payment of any invoice on the basis of any dispute other than on the basis of clear error on the face of the invoice, such as a calculation error. Payment by Client will not preclude Client from questioning any charges that Client believes are improper or incorrect, within thirty (30) days after the invoice date. If Client disputes any charge on a given invoice, Client will pay all non-disputed charges and document the disputed charges in writing to Company. Client will notify Company in writing, no later than forty-five(45) days after the invoice date, of any questions or issues relating to items billed on an invoice or all fees and charges will stand.

**2.5 Taxes.** Client agrees to be responsible for paying all direct or indirect federal, state, municipal or other governmental excise, sales, or similar taxes, that now or in the future may be imposed on Client, together with any penalties, interest or any additions thereto associated with the Services hereunder or arising as a result of or in

connection with transactions under this Agreement, other than taxes related to Company's net income or property.

### 3. TERM AND TERMINATION

**3.1 Term.** The term of this Agreement will begin on the Effective Date and will remain in full force and effect until the expiration of the term of all Services, unless earlier terminated as provided in this Agreement.

**3.2 Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party has materially breached any provision of this Agreement and has not cured such breach within thirty (30) calendar days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement.

**3.3 Suspension of Services.** Notwithstanding any other provision of this Agreement, Company may, in its sole discretion, suspend Services and the delivery of a Deliverable if: (a) Client materially breaches any of its obligations under this Agreement including, without limitation, failure by Client to pay any amount under this Agreement within thirty (30) days after the date of Company's invoice therefor; or (b) Company determines that Client may be unable to make any scheduled or expected payment. Any such suspension by Company: (i) will not constitute termination of this Agreement or any Services (and Client will continue to be bound by its obligations under this Agreement); (ii) will be deemed to modify the Target End Date outward to the same extent as the period of delayed payment, performance or other material breach, without penalty to Company; (iii) will entitle Company to reimbursement by Client for any and all costs and expenses incurred by Company in connection with any such suspension; and (iv) may be cancelled or revoked in Company's sole discretion. Without limiting the foregoing, any such suspension will be considered a delay caused by Client pursuant to Article 3.

**3.4 Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination will survive, and the following provisions will survive: Articles 2, 4, 5, 6 and 8, and Section 3.4. All other rights granted under this Agreement will cease upon expiration or termination of this Agreement.

### 4. CONFIDENTIALITY

**4.1 Confidential Information.** Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to reasonably be considered as confidential. Confidential Information includes, but is not limited to, all information concerning a

Party's existing business, business systems, business plans and information systems, trade secrets, prices, and pricing information.

**4.2 Use of Confidential Information.** Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Client agrees not to use Company's Confidential Information in any way, except as expressly permitted by or required to achieve the purposes of this Agreement, and Company agrees to use Client's Confidential Information solely for the purpose of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the reasonable industry standard of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to third parties or to such party's employees, except that, subject to this Section 4.2, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein.

**4.3 Non-Confidential Information.** Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**4.4 Legal Required Disclosures.** If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to Section 4.2, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

**4.5 Ownership of Confidential Information.** Except as explicitly stated in this Agreement, Receiving

Party is granted no license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the Disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

**4.6 Destruction of Confidential Information.** Upon the expiration or termination of this Agreement, each Party shall, upon request of the other Party, destroy all Confidential Information of the other Party. The Receiving Party shall certify such destruction to the Disclosing Party within thirty (30) days following request for such certification, except as may be legally required.

**4.7 Remedies.** Both Parties agree that any unauthorized use or disclosure by the Receiving Party of the Disclosing Party's Confidential Information in a manner inconsistent with the terms of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate. Accordingly, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party will have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts.

## **5. NO SOLICITATION**

Company agrees that, for twelve (12) months following expiration of the term of all the Services or termination of this Agreement for any other reason, Company will not directly or indirectly hire or attempt to hire any person who was an employee, independent contractor, or consultant of Client at any time within the term of this Agreement.

## **6. LIABILITY AND DAMAGES**

**6.1 Limitation of Liability.** Company agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement. Client agrees the liability of Company, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to Company by Client for the t w e l v e ( 1 2 ) month period preceding the date on which the claim is based.

**6.2 Damages Waiver.** *Notwithstanding anything in this agreement to the contrary, company will not be liable to client for consequential damages and company will have no liability whatsoever resulting from any legal claims against client. In no event shall company be liable to client or its officers, directors, employees and agents for loss or damage arising out of this agreement, lost profits, or similar economic loss or for any consequential, special, incidental, direct, indirect or punitive damages, regardless of the form of action including but not limited to, actions for breach of contract, negligence, strict liability, and breach of warranty whether in contract, tort or*

*otherwise, in any way arising out of or in connection with the use or performance of, or any failure or delay in providing the services, however caused, even if such party has been advised of the possibility of such damages.*

**6.3 Indemnification.** Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party") from and against any and all third-party claims, demands, losses, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or in connection with any negligent acts or willful misconduct of the Indemnifying Party in the performance of this Agreement.

## **7. INSURANCE/AUTHORIZATION**

7.1 Company shall carry adequate liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by Client. Upon request, Company shall supply to Client a certificate(s) of insurance evidencing the same. Company hereby represents, warrants, and covenants to Client that it has and/or will have and maintain all necessary permits, license, approvals and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

## **8. GENERAL PROVISIONS**

**8.1 Independent Development.** Nothing in this Agreement (including, without limitation, the receipt of information under this Agreement) shall (i) limit Company from undertaking similar efforts or discussions with third parties who may compete with Client or (ii) create obligations binding in any way on Company limiting or restricting the assignments, activities, or training of employees or contractors of Company.

**8.2 Subcontractors.** Company may, in its sole discretion, use third party contractors to fulfill its obligations under this Agreement.

**8.3 Governing Law.** This Agreement is governed by the laws of the state of . and shall be governed by and construed and enforced in accordance with the laws of the state of Utah as it applies to a contract made and performed in such state. The federal and state courts located in Salt Lake county, Utah will have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

**8.4 Force Majeure.** Neither Party is responsible for delays or failures to perform its responsibilities under

this Agreement due to causes beyond its reasonable control, including but not limited to act of God, acts of government, floods, fires, earthquakes, tornados, civil unrest, acts of terror, labor disputes, computer, telecommunications, internet service provider or hosting facility failures, delays involving hardware, software, or power systems, malicious code, denial of service threats, or inability to obtain energy; provided however, that the Party so affected will promptly resume performance as soon as reasonably practical.

**8.5 Severability.** If any provision or portion thereof, of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the maximum extent permissible by applicable law so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

**8.6 Entire Agreement.** This Agreement (including any referenced Exhibits) constitutes the entire agreement between the Parties. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties hereto.

**8.7 Notices.** Any notice, request, approval, or consent between the Parties will be given in writing and will be directed as set forth below:

	If to Client:	If to Company:
Business Name		
Street Address		
City, State Zip		
Attention:		
Email Address (email used for Change Orders)		
Phone Number (text message)		

**8.8 Waiver.** No delay or failure by either Party to exercise any right or power under this Agreement will constitute a waiver of that right. A waiver by any Party of any of the covenants, conditions or agreements to be performed by the other Party or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such

change, waiver, or discharge is sought to be enforced.

**8.9 Counterparts/Electronic Signatures.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile, email or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person. The Parties may affix their signatures electronically to this Agreement by typing their names on the signature lines below ("Electronic Signature"). A Party who executes this Agreement by Electronic Signature agrees such signature is the legal equivalent to a hand-written signature on this Agreement, which shall have the same binding legal effect as if the Party had personally signed his or her name to paper.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

CLIENT NAME	COMPANY NAME
Sign:	Sign:
Signer:	Signer:
Title:	Title:
Date:	Date:

\_\_\_\_\_

**Exhibit A**

**SCOPE OF SERVICES**

**1. Background or Statement of Purpose**

**2. Estimated Length of Services**

Begin: \_\_\_\_\_

Target End Date ("Target End Date"): \_\_\_\_\_

\_\_\_\_\_ hours per \_\_\_\_\_

**3. Scope of Services**

Company agrees to perform the following Services as part of this Agreement:

**4. Deliverables**

**Exhibit B**

**COMPENSATION SCHEDULE**

Company shall be compensated as follows:

## Exhibit C

### **CHANGE DOCUMENTATION PROTOCOL**

#### **Change Types**

##### *1. Scope Additions*

- Documented in addendum to Exhibit A
- Requires formal written agreement signed by authorized representative of each party

##### *2. Scope Modifications*

- Processed via Change Order
- Requires (i) written agreement signed by authorized representative of each party or (ii) email notice of requested change, and no rejection of the change for at least five business days

#### **Change Order Template**

1. Date of change (date change is to take effect)
  2. Specific section of Exhibit A being modified
  3. Detailed description of change
  4. Rationale for change
  5. Impact on contract terms (and Target End Date)
  6. Effective date
  7. Signatures of authorized representatives
- Change Order via email to include 1-5.

#### **Approval Process**

1. Proposed changes submitted in writing
2. Review by both parties
3. Mutual agreement documented
4. Signed Change Order or addendum (or lapse of at least 5 business days for Change Orders via email)

#### **Documentation Requirements**

1. Copies of update to master contract document to include the new Change Order or addendum distributed to all stakeholders
2. Change Orders via email to be stored in a shared folder
3. Maintain a log reflecting all changes in chronological order