

TAP INNOVATIONS, LLC
TAP Solutions & Services
Master Services Agreement (MSA)

TAP Solutions & Services Master Services Agreement (MSA)

Table of Contents

DOCUMENT SUMMARY

[PART ONE: SOFTWARE AGREEMENT — Pages 5–14](#)

- Integrations, Historical Documents & Data Migration, Custom Apps, Actionable Information Delivered by Artificial Intelligence (AI²) (Reports/Analytics/Dashboards), Workforce Strategy, Premiere IT Services

[PART TWO: DATA PROCESSING AGREEMENT — Pages 15–19](#)

- Integrations, Historical Documents & Data Migration, Custom Apps, Actionable Information Delivered by Artificial Intelligence (AI²) (Reports/Analytics/Dashboards), Workforce Strategy where Data is Involved, Premiere IT Services

[PART THREE: TALENT SOLUTIONS & STAFFING AGREEMENT — Pages 20–32](#)

- Talent Solutions/Staffing

[GLOBAL LEGAL PROVISIONS AND APPENDICES — Pages 33–34](#)

- All Solutions

[SIGNATURE - Pages 35](#)

TAP Solutions & Services Master Services Agreement (MSA)

Document Summary

This TAP Solutions & Services Master Services Agreement ("Agreement"), dated _____, is by and between TAP Innovations, LLC, a Texas LLC headquartered at 6210 N Belt Line Rd #150, Irving, TX 75063 (mailing address: 539 W Commerce St, #249, Dallas, TX 75208) (hereinafter "TAP"), and _____, a _____ (hereinafter "Customer"). Each of TAP and Customer may be referred to as a "Party" and collectively as the "Parties".

This Agreement combines:

- 1) The TAP Software Agreement (Part One) that covers TAP's Integrations, Documents & Data Migration, Custom Apps, Reporting/Analytics (AI²) Solutions, Workforce Strategy, and Premiere IT Services (See TAP Core Solutions below). The applicable signed Order Form referenced in this section controls over this Part One Agreement in the event of a conflict.
- 2) The TAP Data Processing Agreement (Part Two) for TAP's Data Services, and
- 3) The TAP Consulting Services Agreement (Part Three) that covers TAP's Talent Solutions/Staffing (See TAP Core Solutions below). This Part Three of the Agreement controls over any individual Exhibit A-SOW in the event of a conflict.

Customers or Signing Parties should skip the appropriate Part(s) if not engaging TAP with those Solutions or Services..

TAP CORE SOLUTIONS AND GOVERNING PART

TAP provides seven Core Solutions. Depending on how a particular engagement is delivered, it is governed by Part One (Software Agreement) or Part Three (Consulting Services) or of this Agreement, as set forth below. The applicable Part One Order Form or Part Three Exhibit A-SOW or will identify which Core Solution(s) and which Part governs a given engagement.

1. **Integrations (delivered through TAP's proprietary FlowIQ™ platform)** — Governed by Part One (Software Agreement). Delivered as an implementation followed by an ongoing subscription SaaS solution under a Part One Software Agreement Order Form.
2. **Historical Documents & Data Migration (special integration delivered through TAP's proprietary FlowIQ™ platform)** — Governed by Part One (Software Agreement) with an implementation but typically without an ongoing subscription SaaS solution under a Part One Software Agreement Order Form. are
3. **Custom Apps** — Governed by Part One (Software Agreement). Ownership of custom-built Work Product is determined by the applicable Part One Software Agreement Order Form and may differ from the default TAP ownership terms in the Part One Software Agreement Section 1.7.
4. **Actionable Information Delivered by Artificial Intelligence (AI²) (Reports/Analytics/Dashboards)** — Governed by Part One (Software Agreement). Delivered as an implementation followed by an ongoing subscription SaaS solution under a Part One Software Agreement Order Form.
5. **TAP Workforce Strategy (WFS)** — Governed by Part One (Software Agreement), delivered as a fractional, resource-based professional services engagement.

TAP Solutions & Services Master Services Agreement (MSA)

6. **Talent Solutions / Staffing** — Governed by Part Three (Talent Solutions & Staffing Agreement).
7. **TAP Premiere IT Services** — Governed by Part One (Software Agreement), delivered as a project-based or ongoing services engagement.

[Return to Table of Contents](#)

PART ONE: SOFTWARE AGREEMENT

The details of this Part One-Software Agreement, along with a signed Order Form (or other similar ordering document signed by the parties) (“**ORDER FORM**”) between TAP Innovations, LLC (“**TAP**”) and the customer named in the Order Form (“**Customer**”) form a binding agreement between TAP and Customer (the “**Software Agreement**”). Capitalized terms used but not otherwise defined in this Software Agreement are defined in the Order Form. The ORDER FORM may include implementation and/or Software fees.

The TAP Software to be made available to Customer as a service (the “**Software**”) are identified in a signed Order Form. THIS SOFTWARE AGREEMENT GOVERNS CUSTOMER’S USE OF THE TAP SOFTWARE AS WELL AS RELATED SUPPORT SERVICES. CUSTOMER SHOULD READ THIS SOFTWARE AGREEMENT CAREFULLY.

CUSTOMER AGREES TO THIS SOFTWARE AGREEMENT, EITHER BY: (A) EXECUTING AN ORDER FORM THAT INCORPORATES THIS SOFTWARE AGREEMENT BY REFERENCE; OR (B) USING THE SOFTWARE. If TAP and Customer sign a written services agreement that specifically supersedes this Software Agreement, then that written agreement, and not this Software Agreement will govern Customer’s use of the Software.

PART ONE: SOFTWARE AGREEMENT – Table of Contents

[1.0 Applications, Support and Intellectual Property](#)

[2.0 Restrictions and Responsibilities](#)

[3.0 Confidentiality and Proprietary Rights](#)

[4.0 Fees and Payment for Applications](#)

[5.0 Term and Termination](#)

[6.0 TAP Warranties and Disclaimer](#)

[7.0 Indemnification](#)

[8.0 Limitation of Liability](#)

[9.0 Non-Exclusive](#)

[10.0 Subcontractors](#)

[11.0 Non-Solicitation](#)

[Signature Page](#)

[Exhibit B — W-9 Form Placeholder](#)

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

1.0 Applications and Support

1.1 Services

Subject to all of the terms of this Software Agreement, including Customer's timely payment of Fees, TAP will make the Software available to Customer as a service, along with related implementation and/or support services (the "Services"). TAP may provide the Software and Services using its own infrastructure, using a third-party cloud computing services provider, or implementing Customer infrastructure. TAP may, in its sole discretion, modify, enhance, and/or expand the Software at no additional cost to Customer. TAP may also modify, enhance, or expand the Software by providing additional features or functionality, which may, but are not required to be, added by Customer at additional cost by mutual written agreement. Customer acknowledges that its purchase of the Services is not contingent on the delivery of any future functionality or features in any of the Software.

1.2 License Grant

Subject to all of the terms of this Software Agreement, including Customer's timely payment of Fees, TAP hereby grants to Customer, during the Term of this Software Agreement, a limited, non-exclusive, non-sublicensable, and non-transferable license to access and use the Software in the manner provided by TAP, solely for Customer's own internal business operations.

1.3 Availability

TAP will use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which TAP will provide at least 8 hours' electronic notice and which TAP will schedule, to the extent practicable, outside of normal office hours); and (b) any unavailability caused by circumstances beyond TAP's reasonable control, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving TAP's employees), Internet service provider failure or delay, failure or delay of service from any third-party cloud computing services provider, or denial of service attack. TAP does not warrant that the Software will be uninterrupted or error-free.

1.4 Support Program

Subject to all the terms of this Software Agreement, including Customer's timely payment of Fees, TAP will provide Customer with standard technical support services in accordance with TAP's Application, System & Data Support Program, as published by TAP from time to time. TAP has the right to change, modify, or amend its support program at any time in its sole discretion. Additional or upgraded support services may be available for an additional fee and may be outlined in a separate ORDER FORM.

1.4.1 TAP Software, System & Data Support Program

TAP's Software, System & Data Support Program combines critical remote service monitoring with a tiered remote support staff to ensure solutions are baselined, optimized, monitored, and supported. When an event occurs, TAP systems automatically attempt to intercede proactively while alerting support staff for efficient action and resolution. TAP's goal is to detect and resolve Customer Incidents proactively before a Customer even knows there is an Incident. TAP uses industry-leading monitoring and management software to provide secure remote support to system environments 24x7x365.

TAP Solutions & Services Master Services Agreement (MSA)

1.4.2 TAP Managed Service Desk

TAP's Managed Service Desk is designed to provide Customer Software, system, and data support covering all types of Incidents and Non-Incident Requests. Remote management tools allow for a quick and secure service desk platform for TAP technicians to resolve Incidents as quickly as possible. The service desk process is managed through TAP's agent-based ticketing system with a standard phone number and email address for submitting tickets (published in a separate ORDER FORM if applicable).

Managed Solution Activities (not limited to the list below) that TAP performs regularly to maintain and support Customer solutions include but are not limited to the following and services are subject to change at any time without notice:

- Ongoing Software, system & data support
- Ongoing data transfer, integration job reconciliations, etc. for Customer specific needs
- Microsoft and other software patches and updates
- Hardware / Server utilization maintenance, optimization, and tuning
- Anti-virus, Malware, Web filtering management
- Regular environment penetration testing
- Firewall/Other Security appliance maintenance
- Cyber Security management, reviews, and audits
- Network connectivity
- Database maintenance, optimization, monitoring
- Application, system and data calculation environment maintenance and monitoring
- Storage management
- VPN management and maintenance
- Data encryption monitoring and maintenance
- Backup / Disaster Recovery reviews/audits/testing
- 3rd party software / API changes, upgrades, etc.

1.4.3 TAP Service Desk Coverage Hours

Below are the standard coverage hours. These may be superseded by a separate Customer ORDER FORM:

Hours of Coverage	Coverage Notes
Business Hours: Monday – Friday, 7:00 AM – 7:00 PM CST	Included
After Hours: Monday – Friday, 7:00 PM – 7:00 AM CST / Saturday – Sunday	Included — Severity 1 & 2 Only
Holidays: Jan 1, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve (½ Day), Christmas Day	Included — Severity 1 & 2 Only

TAP Solutions & Services Master Services Agreement (MSA)

1.4.4 Service Desk Severity Levels and Response Times

Severity	Description	Business Hrs Response	Non-Business Hrs Response
Severity 1 – Critical	Financial impacting / Catastrophic Failure	< 1 hour	< 4 hours
Severity 2 – High	Multiple end-users impacted	< 2 hours	< 6 hours
Severity 3 – Medium	1 End-User impacted	8 hrs / 1 business day	N/A
Severity 4 – Low	Informational or Non-Incident Requests	16 hrs / 2 business days	N/A

1.4.5 Support Escalation Tiers

Support Tier	Description of Support Escalation
Tier 1	All support incidents begin at Tier 1 where the initial trouble ticket is created; the Incident is identified and clearly documented, and basic troubleshooting is initiated for single user Incidents. Immediate escalation occurs if it is identified that the Incident is affecting multiple users.
Tier 2	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on Incidents can be provided by more experienced engineers.
Tier 3	Support Incidents that cannot be resolved by Tier 2 are escalated to Tier 3 and TAP's Chief Architect, where support is provided by the most qualified and experienced engineers who have the ability to collaborate with vendor engineers and managerial personnel to resolve the most complex Incidents.

1.5 Professional Services and ORDER FORM Requirements

From time to time, so long as this Software Agreement remains in full force and effect, TAP and Customer may enter into one or more statements of work (each, an "ORDER FORM") to engage set-up, implementation, consulting, or other professional services ("Professional Services"). Professional Services will only be provided pursuant to a signed ORDER FORM. Each ORDER FORM shall contain at a minimum: (a) the scope of the Professional Services to be provided; (b) applicable rates and fees; (c) responsibilities and dependencies of each party; (d) agreed-upon work product and specific deliverables, if any; and (e) signatures of authorized representatives. TAP has no obligation to provide Professional Services without a fully executed ORDER FORM. Each ORDER FORM shall become effective upon execution by authorized representatives of both Parties.

1.6 Change Order Procedures

Customer Non-Incident Change Requests that require fewer than two (2) hours of work will be performed by TAP at no additional cost within ten (10) business days of the request. Non-Incident Change Requests requiring more than two (2) hours of work will be considered a change to the scope of Services; Customer must submit a written Change Order Request to TAP describing the proposed change in reasonable detail (the "Change Order Request"). TAP shall then prepare and submit a written Change Order proposal ("Change Order") describing the proposed

TAP Solutions & Services Master Services Agreement (MSA)

impact of the requested change, including any modifications to projected schedules and estimated fees. Upon execution of a Change Order, the applicable ORDER FORM will be deemed amended as provided in the Change Order. No Change Order Request or Change Order shall be binding until agreed in writing and signed by authorized representatives of each Party.

1.7 Software and Deliverables Default Ownership and Intellectual Property

The Software and Deliverables ownership and intellectual property is exclusive property of TAP. This includes all of the TAP Core Solutions and any derivatives of these Core Solutions unless otherwise defined under an ORDER FORM. The Customer shall have only the right and license to use the Software and Deliverables for its own internal business purposes, subject to all the terms and conditions of this Software Agreement.

[Return to Table of Contents](#)

2.0 Restrictions and Responsibilities

2.1 Usage Limits

Access to the Software is subject to usage limits specified in the ORDER FORM. Unless otherwise specified, Software and Services are purchased as monthly user subscriptions, and the Software may not be accessed by more than the number of users specified (each a "User"). If Customer exceeds a contractual usage limit, TAP may work with Customer to reduce Customer's usage so that it conforms to that limit. If Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an ORDER FORM for additional quantities of Users and/or pay any invoice for excess usage in accordance with this Software Agreement.

2.2 Customer Obligations

Customer will: (a) be responsible for its Users' compliance with this Software Agreement (including the terms of use and policies of the applicable cloud computing service provider); (b) be solely responsible for the accuracy, quality, integrity, and legality of Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Software or the cloud server on which they are hosted, and notify TAP promptly of any such unauthorized access or use; (d) use the Software only in accordance with this Software Agreement and applicable laws and government rules and regulations; and (e) provide TAP with assistance, information, and materials that are reasonably requested as necessary to effectively provide the Software.

2.3 Customer Restrictions

Customer will not, directly or indirectly: (a) make any Software available to, or use any Software for the benefit of, anyone other than Customer or its authorized Users; (b) sell, resell, license, sublicense, distribute, rent, or lease any Software; (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) interfere with or disrupt the integrity or performance of the Software; (e) attempt to gain unauthorized access to any Software; (f) permit direct or indirect access to or use of any Software in a way that circumvents a contractual usage limit; (g) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Software; (h) modify, translate, or create derivative works based on the Software (except to the extent expressly permitted by TAP or authorized within the Services); (i) use any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (j) remove any proprietary notices or labels.

TAP Solutions & Services Master Services Agreement (MSA)

2.4 Export Compliance

Customer may not remove or export from the United States or allow the export or re-export of Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

2.5 TAP Monitoring Rights

Although TAP has no obligation to monitor Customer's use of the Software, TAP may do so and may prohibit any use of the Software it believes may be (or alleged to be) in violation of any provision in this Software Agreement.

2.6 Customer Equipment

Customers shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Software, including modems, hardware, servers, software, operating systems, networking, web servers, and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including administrative and user passwords), and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

[Return to Table of Contents](#)

3.0 Confidentiality and Proprietary Rights

3.1 Proprietary Information

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical, or financial information relating to the Disclosing Party's business ("Proprietary Information"). Proprietary Information of TAP includes non-public information regarding features, functionality, and performance of the Software. Proprietary Information of Customer includes non-public data provided by Customer to TAP to enable the provision of the Software ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect the Proprietary Information of the Disclosing Party; and (ii) not to use (except in performance of the Software or as otherwise permitted herein) or divulge to any third person the Proprietary Information of the Disclosing Party. These obligations shall not apply with respect to any information after five (5) years following the disclosure thereof, or information that the Receiving Party can document: (a) is or becomes generally available to the public; (b) was in its possession or known by it prior to receipt from the Disclosing Party; (c) was rightfully disclosed to it without restriction by a third party; (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is required to be disclosed by law.

3.2 Customer Data Ownership

Customer shall own all right, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Software.

3.3 Feedback License

Customer hereby grants TAP a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services and/or Software any suggestions, enhancement requests,

TAP Solutions & Services Master Services Agreement (MSA)

recommendations, correction, or other feedback provided by Customer, including Users, relating to the functionality and/or operation of the Services and/or Software.

3.4 TAP Data Rights

Notwithstanding anything to the contrary, TAP shall have the right to collect and analyze data and other information relating to the provision, use, and performance of the Software and related systems and technologies (including information concerning Customer Data and data derived therefrom), and TAP shall have the right (during and after the Term) to: (a) use such information to improve and enhance the Software and for other development, diagnostic, and corrective purposes; and (b) disclose such data, so long as it does not otherwise disclose the Proprietary Information of Customer.

3.5 No Additional Rights

No rights or licenses are granted except as expressly set forth herein.

[Return to Table of Contents](#)

4.0 Fees and Payment for Software

4.1 Fees

Customers will pay TAP the applicable fees described in the ORDER FORM for the Software, Services, and Professional Services in accordance with the terms of this Software Agreement (the "Fees").

4.2 Invoicing and Payment Terms

TAP will invoice Customer for Fees due under this Software Agreement. All invoices are due and payable within thirty (30) days following Customer's receipt of the invoice unless otherwise stated in the Order Form. Unpaid amounts are subject to an interest charge of five percent (5%) per month on any outstanding balance, or the maximum permitted by law. Customer shall reimburse TAP for all expenses of collection of past-due amounts.

4.3 Taxes

Customer is responsible for all taxes associated with Software and Services other than U.S. taxes based on TAP's net income.

4.4 Overage Usage

If Customer's use of the Software exceeds any of the limitations set forth on the ORDER FORM or otherwise requires the payment of additional Fees, Customer shall be billed for such usage and Customer agrees to pay the additional Fees in the manner provided herein.

4.5 Price Changes

TAP reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days' prior notice to Customer (which may be sent by email). TAP may increase fees annually to keep up with inflation, with a minimum of sixty (60) days' written notice.

TAP Solutions & Services Master Services Agreement (MSA)

4.6 Billing Disputes

If Customer believes that TAP has billed Customer incorrectly, Customer must contact TAP no later than sixty (60) days after the closing date on the first billing statement in which the error appeared. Inquiries should be directed to TAP's customer support department.

4.7 Suspension for Non-Payment

If any amount owing by Customer is thirty (30) or more days overdue, TAP may, without limiting its other rights and remedies, suspend Customer's access to the Software until such amounts are paid in full.

[Return to Table of Contents](#)

5.0 Term and Termination

5.1 Term

Subject to earlier termination as provided below, this Software Agreement is for the Initial Service Term as specified in the ORDER FORM and shall be automatically renewed for additional renewal periods as specified in the ORDER FORM (collectively, the "Term"), unless either Party gives written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then-current term.

5.2 Termination for Breach

In addition to any other remedies it may have, either Party may terminate this Software Agreement upon thirty (30) days' written notice (or five (5) days' written notice in the case of nonpayment) if the other Party materially breaches any of the terms or conditions of this Software Agreement. Customer will pay in full for the Software up to and including the last day on which the Software are provided.

5.3 Termination for Insolvency

This Software Agreement may be terminated immediately by a Party through written notice if the other Party ceases to carry on business as a going concern, becomes the object of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

5.4 Data Retrieval

TAP will make all Customer Data available to Customer for electronic retrieval within ninety (90) days following the date of termination of this Software Agreement. TAP will notify Customer when Customer Data is available for electronic retrieval, and Customer shall have at least thirty (30) days following such notice to retrieve its Customer Data; thereafter, TAP may, but is not obligated to, delete stored Customer Data unless instructed by Customer to do so.

5.5 Surviving Provisions

All sections of this Software Agreement which by their nature should survive termination will survive termination, including accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

TAP Solutions & Services Master Services Agreement (MSA)

[Return to Table of Contents](#)

6.0 TAP Warranties and Disclaimer

6.1 TAP Warranty

TAP shall use reasonable efforts consistent with prevailing industry standards to maintain the Software in a manner which minimizes errors and interruptions. TAP shall perform the Professional Services in a professional and workmanlike manner. Software may be temporarily unavailable for scheduled or unscheduled emergency maintenance by TAP or third-party providers, or because of causes beyond TAP's reasonable control, but TAP shall use reasonable efforts to provide advance notice of any scheduled service disruption.

6.2 Warranty Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SOFTWARE AGREEMENT, THE SOFTWARE, SERVICES, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND TAP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

[Return to Table of Contents](#)

7.0 Indemnification

Each Party ("**Indemnifying Party**") shall indemnify and defend the other Party and its officers, directors, shareholders, members, managers, employees, agents, and affiliates (each, an "**Indemnified Party**") against any claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or omissions of the Indemnifying Party, its employees or agents, while performing its obligations pursuant to this Software Agreement, which result in death, personal injury, or property damage; provided that: the Indemnified Party gives the Indemnifying Party prompt notification in writing of any such claim and reasonable assistance, at the Indemnifying Party's expense, in the defense of such claim; and (b) the Indemnifying Party has the sole authority to defend or settle such claim as long as such settlement shall not impose a financial obligation on, or include an admission of liability by, the Indemnified Party.

[Return to Table of Contents](#)

8.0 Limitation of Liability

8.1 TAP AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS SOFTWARE AGREEMENT UNDER ANY THEORY OF LIABILITY FOR ANY: (A) INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES; (B) LOSS OF BUSINESS, ERROR OR INTERRUPTION OF USE OF THE SOFTWARE OR SERVICES, LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR (C) ANY MATTER BEYOND TAP'S REASONABLE CONTROL; IN EACH CASE, WHETHER OR NOT TAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 TAP AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS SOFTWARE AGREEMENT THAT EXCEED, IN THE

TAP Solutions & Services Master Services Agreement (MSA)

AGGREGATE (WHEN TAKEN TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS), THE FEES PAID BY CUSTOMER TO TAP FOR THE SOFTWARE AND SERVICES UNDER THIS SOFTWARE AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR ACT THAT GAVE RISE TO THE LIABILITY.

8.3 EXCEPTIONS: These limitations on liability do not apply: (a) to claims based on personal injury or death; (b) in the event of gross negligence on the part of TAP or its licensors or suppliers; or (c) if prohibited by applicable law.

[Return to Table of Contents](#)

9.0 Non-Exclusive

TAP shall retain the right to perform work for other customers during the term of this Software Agreement. Customer shall retain the right to obtain applications or services of the same or a different kind from other providers during the term of this Software Agreement.

[Return to Table of Contents](#)

10.0 Subcontractors

TAP may use subcontractors or independent contractors to perform any portion of the work to be performed under this Software Agreement or any Order Form. TAP will supervise and be responsible for any work performed by, and any acts or omissions of, its subcontractors.

[Return to Table of Contents](#)

11.0 Non-Solicitation

In recognition of each Party's need to protect its respective legitimate business interests, neither Party shall during the term of this Software Agreement, and for a period of two (2) years after the termination of this Software Agreement, directly or indirectly, either for itself or on behalf of any business, individual, partnership, joint venture, entity, association, or corporation, solicit for the purpose of employment any resources, contractors, or subcontractors of the other Party, and Customer shall not either for itself or on behalf of any third party, during the term of this Software Agreement and for a period of two (2) years thereafter, directly or indirectly (other than through TAP's Consulting Services), contract with any employee, contractor, or sub-contractor of TAP.

[Return to Table of Contents](#)

PART TWO: DATA PROCESSING AGREEMENT

This Data Processing Agreement (the "DPA") is entered between TAP Innovations, LLC ("TAP") and the customer named ("Customer") in the Order Form. The DPA shall form part of the written Agreement entered between TAP and Customer to provide the Contracted Services (the "Order Form"), as outlined in Part Two: Software Terms & Conditions.

PART TWO: DATA PROCESSING AGREEMENT – Table of Contents

[1.0 Definitions](#)

[2.0 Relationship with Part One](#)

[3.0 Scope of DPA](#)

[4.0 Data Protection](#)

[5.0 Security and Incident Response](#)

[6.0 Subcontractors](#)

[7.0 Monitoring](#)

[8.0 Data Return and Deletion](#)

[Signature Page](#)

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

1.0 Definitions

"Business", "Collects" (and "collected" and "collection"), "Consumer", "Business Purpose", "Sell" (and "selling", "sale", and "sold"), "Service Provider", and "Share" shall have the meanings given to them in §1798.140 of the CCPA.

"Personal Information" means personal information as defined by §1798.140 of the CCPA submitted as Customer Data for processing pursuant to the Order Form.

"Security Incident" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access of or to Personal Information.

"Applicable Laws" means any US Federal, State, or Local Laws and Rules related to cybersecurity, data protection, and privacy that is applicable to this engagement, including but not limited to:

- California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA) — Cal. Civ. Code §§ 1798.100 et seq.
- HIPAA — The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
- Gramm-Leach-Bliley Act (GLBA) — 15 U.S.C. § 6821 et seq.
- FTC Financial Privacy Rule — 16 CFR Part 313
- FTC Safeguards Rule — 16 CFR Part 314
- NYDFS Cybersecurity Regulation — 23 NYCRR Part 500

[Return to Table of Contents](#)

2.0 Relationship with Part One

This DPA supersedes any conflicting or inconsistent provisions in the ORDER FORM or Part One: Software Agreement related to data protection and, in the event of ambiguity, this DPA will prevail. Part One and the ORDER FORM, as amended and modified by this DPA, otherwise remain in full force and effect. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in Part One-Software Agreement, unless required otherwise by the Applicable Laws. This DPA shall not terminate automatically with the termination or expiration of the ORDER FORM or Part One-Software Agreement but shall continue while TAP holds the data of Customer. Both Parties agree that this DPA shall be interpreted in favor of their intent to comply with the Applicable Laws and therefore any ambiguity shall be resolved in favor of a meaning that complies and is consistent with the Applicable Laws. Both Parties can provide notice to the other Party for noncompliance with the Applicable Laws and have the right to terminate the Order Form for failure to fulfill the terms of the DPA.

[Return to Table of Contents](#)

3.0 Scope of DPA

This DPA applies only where, and to the extent that, TAP processes Personal Information and other protected information that is subject to the Applicable Laws on behalf of Customer as a Service Provider in the course of providing the Services pursuant to the ORDER FORM.

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

4.0 Data Protection

4.1 Service Provider Appointment

Customer is a Business and appoints TAP as its Service Provider to Collect and process the Personal Information for the Business Purpose. TAP acknowledges that it does not receive Personal Information as consideration for any services provided to Customers. TAP is responsible for: (i) compliance with its obligations under this DPA; (ii) compliance with its obligations as a Service Provider under the Applicable Laws; and (iii) providing the same level of privacy protection as required by the Applicable Laws. TAP shall notify Customer if it reasonably determines that it cannot meet its obligations under the Applicable Laws, and in such circumstances, upon provision of notice, Customer shall be entitled to take reasonable and appropriate steps to remediate unauthorized use of Personal Information. Customer is responsible for compliance with its own obligations as a Business under the Applicable Laws and shall ensure that it has provided notice and has obtained all consents and rights necessary under the Applicable Laws for TAP to Collect and process the Personal Information for the Business Purpose.

4.2 Business Purpose

TAP shall only Collect and process Personal Information as a Service Provider upon lawful documented instructions from Customer, including those in the Agreement, this DPA, and Customer's configuration of the Services or as otherwise necessary to provide the Services (the "Business Purpose"). TAP must not process Personal Information for any purpose other than for the Business Purpose, except where and to the extent permitted by the Applicable Laws.

4.3 Service Provider Certification

TAP shall not: (a) Sell or Share the Personal Information; (b) retain, use, or disclose the Personal Information for any purpose other than for the Business Purpose, including to retain, use, or disclose the Personal Information for a commercial purpose other than providing its Services under the Agreement unless permitted by the Applicable Laws; (c) retain, use, or disclose the Personal Information outside of the direct business relationship between TAP and Customer; (d) process the Personal Information for targeted and/or cross-context behavioral advertising; (e) combine Personal Information with any other data if and to the extent this would be inconsistent with the limitations on service providers under the Applicable Laws. TAP certifies that it understands the restrictions set out in this Section and will comply with them.

4.4 Consumer's Rights

TAP will, upon Customer's instructions: (a) use reasonable efforts to assist Customer in deleting and amending Personal Information in accordance with a Consumer's request (and shall instruct any service providers it has appointed to do the same) except where and to the extent permitted to retain the Personal Information pursuant to an exemption under the Applicable Laws; and (b) use reasonable efforts to assist Customer in responding to verified Consumer requests received by Customer to provide information as it relates to the Collection of Personal Information for the Business Purpose.

TAP Solutions & Services Master Services Agreement (MSA)

4.5 Assistance

TAP will, upon Customer's instruction and upon proof of such a communication, provide reasonable assistance to Customer to enable Customer to respond to any correspondence, enquiry, or complaint received from a Consumer, or any State or Federal agency in connection with the collection and processing of the Personal Information. TAP shall assist the Customer in performing impact assessments for data protection risks.

[Return to Table of Contents](#)

5.0 Security and Incident Response

5.1 Security

TAP shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Information it will process to protect the Personal Information from and against a Security Incident in line with TAP's Security Program.

5.2 Security Incident Notification

TAP shall notify Customer without undue delay (and in time to fulfill any Security Incident reporting obligations) after becoming aware of a Security Incident and provide timely information relating to the Security Incident as it becomes known or is reasonably requested by Customer.

[Return to Table of Contents](#)

6.0 Subcontractors

Customers agree that TAP may engage third-party subcontractors to process Personal Information in connection with the provision of the Services. TAP shall enter into written agreements with such subcontractors that contain substantially similar obligations as this DPA. TAP shall remain fully liable vis-à-vis the Customer for the performance of any such subcontractors that fail to fulfill their data protection obligations.

[Return to Table of Contents](#)

7.0 Monitoring

To the extent required by the Applicable Laws, Customer may take reasonable and appropriate steps to help ensure that the Personal Information is used by TAP in a manner consistent with Customer's obligations under the Applicable Laws. Customer may audit TAP's compliance with the terms of this DPA in the manner set out in this DPA once annually. Customer may elect to perform such an audit on its own behalf or pursuant to a formal direction or request information from a State or Federal agency. Customer must send a TAP notice in writing a request to conduct an audit. Once requested by Customer, subject to the confidentiality obligations set forth in this DPA, TAP shall make available to Customer (or Customer's independent third-party auditor) information regarding TAP's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits. Upon review of such materials, If Customer identifies areas that have not been covered that it is lawfully permitted to audit under this DPA, then Customer may submit reasonable requests for information security and audit questionnaires that are necessary to confirm TAP's compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

[Return to Table of Contents](#)

8.0 Data Return and Deletion

Upon receipt of Customer's written request, TAP shall (at Customer's election) return Personal Information or close Customer's account and delete all Personal Information within ninety (90) days of termination, save that this requirement shall not apply to the extent TAP is required by applicable law to retain some or all of the Personal Information, which TAP shall securely isolate and protect from any further processing, except to the extent required by applicable law.

For more details on how TAP protects Customer data and information, refer to [TAP's Security Program Policies and Procedures \(TAP Trust Center\)](#).

[Return to Table of Contents](#)

PART THREE: TALENT SOLUTIONS & STAFFING AGREEMENT

TAP is in the business of providing, and Customer wishes to obtain, resources to perform a variety of technical and other services, which services shall be more particularly described in one or more resource statements of work agreed to and executed by both Parties (each, an “Exhibit A-SOW” or similar). At Customer’s request, TAP agrees to provide Customer information technology or other resources to perform certain types of designated services from time to time during the term of this Agreement, and subject to the terms and conditions set forth below and the applicable Exhibits A-SOW.

PART THREE: TALENT SOLUTIONS & STAFFING AGREEMENT – Table of Contents

- [1.0 Services](#)
- [2.0 Fees, Invoicing, and Payment](#)
- [3.0 TAP Personnel Obligations](#)
- [4.0 Warranty and Disclaimer](#)
- [5.0 Limitation of Liability](#)
- [6.0 Term and Termination](#)
- [7.0 Confidentiality](#)
- [8.0 Work Product and Intellectual Property](#)
- [9.0 Indemnification](#)
- [10.0 Non-Solicitation and Conversion Terms](#)
- [11.0 Permanent Placement Services](#)
- [12.0 Entire Agreement](#)
- [13.0 Subcontractors](#)
- [14.0 Severability; Waiver](#)
- [15.0 General](#)
- [Signature Page](#)
- [Exhibit A — Sample Statement of Work \(SOW\) Template](#)
- [Exhibit B — W-9 Form Placeholder](#)

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

1.0 Services

1.1 Scope of Services

To obtain TAP's services for a particular need (the "Services"), the Parties will complete an Exhibit A-SOW containing (i) detailed information of Customer's needs, (ii) the estimated time required to complete the Services, (iii) the fees to be paid by Customer to TAP in conjunction with the Services, and (iv) such other pertinent information as the Parties may deem appropriate. An Exhibit A-SOW is effective when accepted and executed by authorized representatives of both Parties. To the extent any conflict exists between this Part Three-Talent Solutions & Staffing Agreement and an Exhibit A-SOW, this Part Three-Talent Solutions & Staffing Agreement shall control. The Services shall be carried out by resources of TAP (or resources of third parties under contract with TAP to furnish such resources) ("Assigned Resources"), whose daily activities could be directed and controlled by:

This will be clearly documented in the Exhibit A-SOW. In a contractor, permanent resource placement, or staff augmentation engagement structure, Customer may, at any time, request the replacement of any Assigned Resources who materially fails to meet Customer's reasonable performance and capability requirements, and TAP will use commercially reasonable efforts to promptly meet such a request.

1.2 Customer Resources

If applicable and agreed to in the Exhibit A-SOW, Customer may provide, at Customer's expense, suitable workspace, equipment, hardware, software, information, and site and system access and facilities as are reasonably necessary to enable Assigned Resources to perform the Services, in addition to any resources that are specified in the applicable Exhibit A-SOW.

1.3 Scheduling

TAP will use reasonable efforts to accommodate work schedule requests of customers. Should any personnel of TAP be unable to perform scheduled services because of illness, resignation, or other causes beyond TAP's reasonable control, TAP will attempt to replace such personnel within a reasonable time, but TAP shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.

[Return to Table of Contents](#)

2.0 Fees, Invoicing, and Payment

2.1 TAP Fees and Invoicing

Customer will reimburse TAP for any actual out-of-pocket expenses incurred by TAP and its representatives in their performance of Services, as agreed to and approved by Customer in writing (the "**Expenses**"). Any acquisition of property, such as software updates or new hardware, which are necessary for performance of services hereunder, shall be set forth on the Exhibit A-SOW and shall be Customer's sole responsibility. The parties acknowledge and agree that Customer ordinarily will make these acquisitions directly. However, if Customer directs TAP in writing to make such acquisitions and TAP agrees to do so, TAP may invoice Customer for such acquisitions immediately upon incurring the expense. Any such acquisitions shall become the property of Customer as soon as Customer pays for them. Except as otherwise agreed in this Part Three-Talent Solutions & Staffing Agreement or the applicable Exhibit A-SOW, TAP shall be responsible for all normal costs and expenses incident to the performance of the work, including all costs incurred by TAP to do business.

TAP Solutions & Services Master Services Agreement (MSA)

TAP will invoice Customer every thirty (30) days for TAP's fees and expenses attributable to Services provided to Customer during the immediately preceding 30-day period. The fees invoiced by TAP for Services rendered shall be as provided in each Exhibit A-SOW (collectively, the "Fees"). Customer's approval of Assigned Resource's time record, whether in paper or electronic form, shall constitute Customer's acceptance of the Services provided by Assigned Resources and its consent to pay Fees for such Services. TAP will maintain such time records reasonably sufficient to substantiate TAP's Fees.

2.2 Payment Terms

Customer represents and warrants to TAP that it has the financial ability to pay any Fees and Expenses incurred under this Agreement. Customer will pay the Fees and Expenses within thirty (30) days after the date of invoice unless otherwise stated in the Exhibit A-SOW. Any amount remaining unpaid after such thirty (30) day period shall be considered delinquent.

2.3 Delinquency and Breach

Customer's failure to pay any and all amounts invoiced within sixty (60) days of invoice date shall constitute a material breach of this Part Three-Talent Solutions & Staffing Agreement by Customer and TAP may, in addition to any other available remedies, immediately remove its Assigned Resources from the Customer's location, suspend performance of the Services, or terminate the applicable Exhibit A-SOW or this Part Three-Talent Solutions & Staffing Agreement and all other related Exhibits.

2.4 Late Interest

TAP may charge interest from the date a payment is past due until the date a payment is made on any Fees or other amounts that are not timely paid by Customer at a rate equal to the lesser of: (a) five percent (5%) per month; or (b) the maximum interest rate permitted by applicable law. Customer shall reimburse TAP for all reasonable costs of collecting past-due amounts.

2.5 Expense Reimbursement

Customer will reimburse TAP for any actual out-of-pocket expenses incurred by TAP and its representatives in their performance of Services, as agreed to and approved by Customer in writing (the "**Expenses**"). Any acquisition of property, such as software updates or new hardware, which are necessary for performance of services hereunder, shall be set forth on the applicable Exhibit A-SOW and shall be Customer's sole responsibility. The Parties acknowledge and agree that Customer ordinarily will make these acquisitions directly. However, if Customer directs TAP in writing to make such acquisitions and TAP agrees to do so, TAP may invoice Customer for such acquisitions immediately upon incurring the expense. Any such acquisitions shall become the property of Customer as soon as Customer pays for them. Except as otherwise agreed in this Part Three-Talent Solutions & Staffing Agreement or the applicable Exhibit A-SOW, TAP shall be responsible for all normal costs and expenses incident to the performance of the work, including all costs incurred by TAP to do business.

2.6 Taxes

Customers are responsible for all taxes, levies, or duties associated with Services other than U.S. taxes based on TAP's net income.

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

3.0 TAP Personnel Obligations

3.1 Compensation of TAP's Personnel

TAP shall bear sole responsibility for payment of compensation to its personnel. TAP shall pay and report, for all personnel assigned to Customer's work, federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such personnel as employees of TAP. TAP shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such personnel may be entitled.

3.2 TAP Personnel Indemnity

TAP agrees to defend, indemnify, and hold harmless Customer, Customer's officers, directors, employees and agents, and the administrators of Customer's benefit plans, from and against any claims, liabilities, or expenses relating to such compensation, tax, insurance, or benefit matters; provided that Customer shall (1) promptly notify TAP of each such claim when and as it comes to Customer's attention; (2) cooperate with TAP in the defense and resolution of such claim; and (3) not settle or otherwise dispose of such claim without TAP's prior written consent, such consent not to be unreasonably withheld.

3.3 Workers' Compensation

Notwithstanding any other workers' compensation or insurance policies maintained by Customer, TAP shall procure and maintain workers' compensation coverage sufficient to meet the statutory requirements of every state in which TAP's personnel are engaged in Customer's work.

3.4 TAP's Agreements with Personnel

TAP shall obtain and maintain in effect written agreements with each of its personnel who participate in any of Customer's work under any Exhibit A-SOW. Such agreements shall contain terms sufficient for TAP to comply with all provisions of this Part Three-Talent Solutions & Staffing Agreement and shall confirm that such personnel shall have no status as employees of Customer and no claim under any Customer benefit plan.

3.5 State and Federal Taxes

As neither TAP nor its personnel are Customer's employees, Customer shall not take any action or provide TAP's personnel with any benefits or commitments inconsistent with any of such undertakings by TAP. In particular, Customer will not: (a) withhold FICA (Social Security) from payments to TAP; (b) make state or federal unemployment insurance contributions on behalf of TAP or its personnel; (c) withhold state or federal income tax from payment to TAP; (d) make disability insurance contributions on behalf of TAP; or (e) obtain workers' compensation insurance on behalf of TAP or its personnel.

[Return to Table of Contents](#)

4.0 Warranty and Disclaimer

4.1 TAP Warranty

TAP warrants that the Services provided under this Agreement shall be performed in a competent and worker like manner according to industry standards.

TAP Solutions & Services Master Services Agreement (MSA)

4.2 Warranty Breach — Reporting and Sole Remedy

Any breach of the foregoing warranty must be reported by Customer in writing to TAP within thirty (30) days after the performance of such non-conforming Services, in which case TAP will, at TAP's sole option, either: (a) re-perform the non-conforming Services at TAP's sole cost; or (b) replace the Assigned Resources performing such Services. This re-performance or replacement is Customer's SOLE AND EXCLUSIVE REMEDY for any warranty breach. No other remedies are available for breach of warranty.

4.3 WARRANTY DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4.1 ABOVE, THE SERVICES PROVIDED PURSUANT TO THIS PART THREE-TALENT SOLUTIONS & STAFFING AGREEMENT ARE PROVIDED "AS IS." TAP HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DESCRIPTION, OR WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

[Return to Table of Contents](#)

5.0 Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF TAP, ITS AGENTS, EMPLOYEES, CONTRACTORS, OFFICERS, DIRECTORS, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS FOR LOSS OR DAMAGES ARISING OUT OF OR RELATED TO TALENT SOLUTIONS & STAFFING - WHETHER FOR BREACH OF AGREEMENT, BREACH OF WARRANTY, OR OTHERWISE — SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE TO TAP UNDER THE SPECIFIC EXHIBIT A-SOW FROM WHICH THE CLAIM AROSE, DURING THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER LIABILITY ARISES FROM CONTRACT, TORT, OR OTHER CLAIMS.

TAP IS NOT AN INSURER AND ITS PRICING REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS PART THREE-TALENT SOLUTIONS & STAFFING AGREEMENT. IN NO EVENT SHALL TAP BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES, LOST PROFITS, LOST BUSINESS, LOSS OF USE OF DATA, OR INTERRUPTION OF BUSINESS ARISING OUT OF OR RELATED TO THIS PART THREE-TALENT SOLUTIONS & STAFFING AGREEMENT, EVEN IF TAP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[Return to Table of Contents](#)

6.0 Term and Termination

6.1 Term

The term of this Part Three-Talent Solutions & Staffing Agreement shall commence on the date of execution by both Parties and shall continue until terminated by either Party in accordance with this Part Three-Talent Solutions & Staffing Agreement.

6.2 Termination for Convenience

Either Party may terminate either an Exhibit A-SOW or this Part Three-Talent Solutions & Staffing Agreement for any reason by giving the other Party thirty (30) days written notice of such termination. The Party receiving such

TAP Solutions & Services Master Services Agreement (MSA)

notice may elect to waive such notice period and have the Part Three-Talent Solutions & Staffing Agreement or Exhibit A-SOW, as applicable, terminate immediately.

6.3 Termination for Payment Default

TAP may, in addition to all other available remedies, terminate either the applicable Exhibits A-SOW or this Part Three-Talent Solutions & Staffing Agreement immediately if Customer is in default of any payment obligation to TAP as provided in Section 2.

6.4 Termination for Resource Dissatisfaction

If Customer is dissatisfied with TAP resource(s) performance, TAP will replace resource(s) within a reasonable and agreed-upon timeframe. In this situation, Customer may terminate either the applicable Exhibits A-SOW or this Part Three-Talent Solutions & Staffing Agreement within one (1) week. Depending on the severity of the issue, this may require immediate removal of the Assigned Resource.

6.5 Termination for Material Breach

Either Party may terminate upon thirty (30) days' written notice (or five (5) days' written notice in the case of non-payment) if the other Party materially breaches any term of this Part Three-Talent Solutions & Staffing Agreement.

6.6 Termination for Insolvency

Either Party may terminate immediately by written notice if the other Party ceases to carry on business as a going concern, becomes subject to voluntary or involuntary proceedings in bankruptcy or liquidation, or has a receiver appointed over a substantial part of its assets.

6.7 Effect of Termination

Upon termination: (a) Customer shall immediately pay to TAP all accrued Fees and Expenses up to the date of termination; (b) each Party shall promptly return to the other all data, materials, and other properties of the other which may have come into their possession while performing services pursuant to this Part Three-Talent Solutions & Staffing Agreement; and (c) provisions that by their nature should survive - including accrued payment obligations, confidentiality, IP rights, warranty disclaimers, and limitations of liability — shall survive termination.

6.8 Non- Exclusive

TAP shall retain the right to perform work for others during the term of this Part Three-Talent Solutions & Staffing Agreement. Customer shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Part Three-Talent Solutions & Staffing Agreement.

[Return to Table of Contents](#)

7.0 Confidentiality

7.1 Definitions

"Discloser" means the Party that discloses any of its "Confidential Information" or "Trade Secrets" to the other Party (the "Recipient").

TAP Solutions & Services Master Services Agreement (MSA)

"Confidential Information" means items which are either: (a) marked "Confidential" or with some similar designation; (b) proprietary or confidential data, documents, materials, or information which is valuable to the Discloser, its subsidiaries or affiliates, and the details of which are not generally known to the competitors of the Discloser; or (c) confidential information of a third party in the possession of Discloser with respect to which Discloser is obligated to maintain its confidentiality. For the avoidance of doubt, "Confidential Information" excludes Trade Secrets; provided, however, that if information defined as a Trade Secret ceases to be a Trade Secret as defined by applicable law, such information may still be deemed Confidential Information. To the extent it does not constitute Trade Secrets; Confidential Information of TAP includes the terms, conditions, and pricing of this Part Three-Talent Solutions & Staffing Agreement and any Exhibit.

"Trade Secrets" means information, without regard to form, including technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

7.2 Restrictions and Duration

Except as otherwise expressly permitted by this Part Three-Talent Solutions & Staffing Agreement or Discloser, Recipient will keep the Confidential Information and Trade Secrets of the Discloser strictly confidential and will not disclose, publish, transfer, or otherwise use any Confidential Information or Trade Secrets of Discloser for a period of: (i) three (3) years following the disclosure thereof with respect to any Confidential Information; and (ii) with respect to Trade Secrets, for the longer of (1) three (3) years following the disclosure thereof, or (2) as long as such Trade Secret remains a "Trade Secret" as defined under applicable law. The Parties' confidentiality obligations will survive any termination or expiration of this Part Three-Talent Solutions & Staffing Agreement for the time periods stated above.

7.3 Exceptions

The restrictions set forth above will not apply to: (i) information which is or becomes publicly available through no action on Recipient's part; (ii) information which was in Recipient's possession at the time of disclosure to Recipient by Discloser; (iii) information which is hereafter received by Recipient from a third party not subject to any confidentiality or non-disclosure obligations to Discloser; (iv) information independently developed by Recipient without any review or use of Confidential Information or Trade Secrets of Discloser; or (v) information required to be disclosed by law or regulation or in response to a valid order of a court, but only to the extent of and for the purposes of such law, regulation, or order and only if the Recipient (if legally permissible) first notifies the Discloser so that the Discloser may seek an appropriate protective order.

7.4 Permitted Use

Recipient will use the Confidential Information and Trade Secrets of Discloser solely in connection with the evaluation and performance of the Services and not for any other purpose, unless otherwise approved by Discloser. Recipient may make limited and controlled disclosures of the Discloser's Confidential Information and Trade Secrets to Recipient's directors, officers, employees, consultants, and advisors ("Recipient Staff") who need to know the Discloser's Confidential Information or Trade Secrets for the purpose of assisting Recipient in the evaluation or performance of this Agreement or the Services; provided that: (i) Recipient will inform all Recipient

TAP Solutions & Services Master Services Agreement (MSA)

Staff, in advance, of the confidential nature of the Discloser's Confidential Information and Trade Secrets; (ii) Recipient ensures such Recipient Staff are bound by obligations of confidentiality substantially similar to those imposed by this Part Three-Talent Solutions & Staffing Agreement; and (iii) Recipient shall be responsible for its Recipient Staff's handling of Confidential Information and Trade Secrets. Recipient will reproduce on any copy or abstract of Confidential Information or Trade Secrets of Discloser any proprietary rights legends placed thereon by Discloser.

7.5 Return of Information

Upon a written request by Discloser following the termination or expiration of this Part Three-Talent Solutions & Staffing Agreement, Recipient will return to the Discloser all Confidential Information and Trade Secrets of the Discloser embodied in tangible form, unless Recipient has received a transfer of ownership therein or unless Recipient must retain same solely for purposes of performing further services for Discloser pursuant to this Part Three-Talent Solutions & Staffing Agreement or some other agreement between the Parties; provided that any such retained Confidential Information or Trade Secrets will remain subject to the confidentiality restrictions of this Part Three-Talent Solutions & Staffing Agreement.

[Return to Table of Contents](#)

8.0 Work Product and Intellectual Property (Applies to Part Three: Talent Solutions & Staffing Agreement Only)

8.1 Assignment of Work Product

All software code, written procedures, and other tangible property which is originally developed by Assigned Resources specifically for Customer and delivered to Customer as part of the Services ("Work Product") shall be deemed "work made for hire" within the meaning and purview of section 101 of the United States Copyright Act, 17 U.S.C. § 101 unless otherwise stated in an Exhibit A-SOW. If and to the extent that any of the Work Product does not qualify as "work made for hire," upon payment in full for the Services pertaining to same, TAP hereby irrevocably transfers, assigns, and conveys its rights in such Work Product to Customer, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. TAP shall, at Customer's request and sole expense, execute all documentation necessary for Customer to perfect their rights as provided hereunder.

TAP Solutions & Services Master Services Agreement (MSA)

8.2 Pre-Existing Intellectual Property

As between the Parties, each Party will retain all ownership of, and all rights and interests in, all ideas, concepts, know-how, information, inventions, patents, trademarks and service marks (including the goodwill associated therewith), copyrights, works of authorship and the writings or works in which any of the same are fixed (including all reports, software systems, routines, data models, technical data, processes, methods, machines, designs, code, documentation, systems, logos, corporate names, trade dress, and business information), as well as all proprietary rights (including copyright, patent, trade secret, and all other intellectual property rights) that are: (i) owned or licensed by them prior to the Effective Date of this Part Three-Talent Solutions & Staffing Agreement; or (ii) not created as part of the Services.

[Return to Table of Contents](#)

9.0 Indemnification

This Section 10.0 applies solely to Talent Solutions & Staffing engagements governed by Part Three-Talent Solutions & Staffing Agreement. Indemnification for the Software Agreement under Part One is addressed separately in Section 7.0 of Part One.

Each Party (the "Indemnifying Party") will defend at its expense (including court costs and attorney's fees) the other Party (including such Party's officers, directors, employees, and agents) (collectively, the "Indemnified Party") from and against a third-party claim asserted against the Indemnified Party that arises out of or alleges bodily or personal injury, death, or damage to tangible personal property caused by the gross negligence or willful misconduct of the Indemnifying Party (a "Claim"). The Indemnifying Party will indemnify and hold harmless the Indemnified Party from and against any resulting costs, damages, and reasonable attorneys' fees finally awarded by a court of competent jurisdiction (or agreed by the Indemnifying Party pursuant to a written settlement).

The Indemnified Party will promptly notify the Indemnifying Party of any Claim so that the Indemnifying Party may defend any such action. The Indemnified Party will fully cooperate with such defense. The Indemnified Party may independently appear in any underlying third-party action at its own expense, except in actions where both Parties are defendants and have different defenses or a conflict of interest. The Indemnifying Party will not settle any third-party action involving non-monetary obligations of the Indemnified Party without the Indemnified Party's prior written consent, not to be unreasonably withheld.

The Indemnifying Party will have no obligation to the extent the Claim arises out of the gross negligence or willful misconduct of the Indemnified Party. TAP will have no obligation to the extent the Claim arises out of any action or inaction taken at the direction of Customer or its representatives. TAP assumes no liability for a Claim resulting from or arising out of the actions of a bill-through or "pass-thru" consultant referred to TAP by Customer. Customer will indemnify and hold TAP harmless with respect to any claims arising out of the acts of such bill-through or pass-thru consultants regardless of whether such claims allege harm caused by the gross negligence or willful misconduct of Customer.

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

10.0 Non-Solicitation and Conversion Terms

10.1 Non-Solicitation Period

In recognition of each Party's need to protect its respective legitimate business interests, neither Party shall during the term of this Part Three-Talent Solutions & Staffing Agreement, and for a period of one hundred eighty (180) days after the termination of this Agreement, directly or indirectly, either for itself or on behalf of any business, individual, partnership, joint venture, entity, association, or corporation, solicit for the purpose of employment any resources, contractors, or subcontractors of the other Party, and Customer shall not either for itself or on behalf of any third party, during the term of this Part Three-Talent Solutions & Staffing Agreement and for a period of one hundred eighty (180) days thereafter, directly or indirectly (other than through TAP), contract with any employee, contractor, or sub-contractor of TAP.

10.2 Conversion Fee Schedule

Notwithstanding the foregoing, in an individual contractor or staff augmentation engagement structure, Customer may hire as an employee (but not otherwise contract with) Assigned Resources who are assigned to Customer under this Part Three-Talent Solutions & Staffing Agreement, but must do so according to the following schedule and applicable placement fee:

Contract Period	Placement Fee
1 – 60 days	No Placement Permitted — Can Only Work Under this Agreement
60 – 90 days	15% of annual compensation
91 – 120 days	12% of annual compensation
121 – 150 days	10% of annual compensation
151 – 180 days	8% of annual compensation
181 days and beyond	No fee

11.3 Third-Party Solicitation

The above conversion schedule and fees shall not apply to Customer's customers, business partners, associates, vendors, joint ventures, or other businesses which have a direct relationship with Customer, as these entities are not eligible to employ or contract directly with Assigned Resources without the express written permission of TAP. Customers shall use commercially reasonable efforts to prevent the solicitation or hiring of Assigned Resources by such entities. If any such entity hires or contracts with an Assigned Resource encountered through their relationship with Customer, Customer will pay a conversion fee to TAP in accordance with the schedule set forth above.

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

11.0 Permanent Placement Services

12.1 Placement Fees

TAP may agree to provide Customer with permanent placement search services for Candidate(s) ("Candidate") to fill employment openings. Should Customer hire a TAP-referred Candidate, Customer agrees to pay TAP a fee of twenty percent (20%) of said Candidate's annual starting salary for non-leadership positions. Leadership positions (manager and above) have a fee of twenty-five percent (25%). Customer is under no obligation to hire a TAP-referred Candidate. Placement fees are due and payable within thirty (30) days from the hired Candidate's actual start date of employment with Customer. TAP shall invoice the Customer on or before Candidate's start date. Within one (1) year of Customer's receipt of a TAP-referred Candidate resume, any contact made by Customer with said Candidate concerning potential job openings and/or employment opportunities based on the information provided by TAP shall be considered the result of a referral by TAP and a fee shall be due and payable.

12.2 Candidate Replacement Guarantee

TAP offers a ninety (90) day prorated Candidate replacement guarantee. Should a TAP-referred Candidate hired by Customer either resign or be terminated for unsatisfactory performance within ninety (90) days of Candidate's employment start date, TAP will credit Customer a portion of the original fee paid toward a newly referred Candidate replacement fee according to the following table:

Termination / Resignation Within	Fee Credit Toward Replacement
1 to 30 days	Full Fee
31 to 60 days	Two-thirds (2/3) of Fee
61 to 90 days	One-third (1/3) of Fee

This guarantee is effective only upon the following conditions:

- Hired Candidate's termination or resignation is not due to resource cutbacks, layoffs, outsourcing, the elimination of the position, or a substantial change in the job description or reporting structure;
- full payment by Customer of TAP's fee is received within thirty (30) days of the referred Candidate's start date; and (c) TAP is notified by Customer of a hired Candidate's termination or resignation within three
- working days of said termination or resignation date.

[Return to Table of Contents](#)

TAP Solutions & Services Master Services Agreement (MSA)

12.0 Entire Agreement

This Part Three-Talent Solutions & Staffing Agreement (including all Exhibits A-SOW) constitutes the entire agreement and understanding between the Parties and supersedes all contrary agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, between the Parties prior to the Effective Date of this Part Three-Talent Solutions & Staffing Agreement and each Exhibit A-SOW. This Part Three-Talent Solutions & Staffing Agreement and each Exhibit A-SOW may only be amended by a writing signed by an authorized representative of each Party.

[Return to Table of Contents](#)

13.0 Subcontractors

TAP may use subcontractors or independent contractors to perform any portion of the work to be performed under this Part Three-Talent Solutions & Staffing Agreement or any Exhibit A-SOW. TAP will supervise and be responsible for any work performed by, and any acts or omissions of, its subcontractors.

[Return to Table of Contents](#)

14.0 Severability; Waiver

The invalidity or unenforceability of any provision of this Part Three-Talent Solutions & Staffing Agreement shall not affect the validity or enforceability of any other provision of this Part Three-Talent Solutions & Staffing Agreement. Further, all terms and conditions of this Part Three-Talent Solutions & Staffing Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to “blue-pencil,” rewrite, modify, and reform any and all terms or conditions to give them maximum legal effect. Any waiver by a Party to declare a breach or seek any remedy available to it under this Part Three-Talent Solutions & Staffing Agreement or by law must be in writing and signed by an authorized representative of such Party and will not constitute a waiver as to any past or future breaches or remedies.

[Return to Table of Contents](#)

15.0 General

Customer warrants that its signatory to this Part Three-Talent Solutions & Staffing Agreement has the authority to execute this Part Three-Talent Solutions & Staffing Agreement for Customer as its binding agent, and that this Part Three-Talent Solutions & Staffing Agreement does not violate any law, agreement, or understanding by which Customer is bound (and further warrants that any individual signing an Exhibit A-SOW on behalf of Customer has the authority to bind Customer thereby). This Part Three-Talent Solutions & Staffing Agreement and any Exhibit A-SOW may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall be deemed the same instrument. Delivery of an executed counterpart of a signature page of this Part Three-Talent Solutions & Staffing Agreement or an Exhibit A-SOW by facsimile or other electronic means (e.g., “pdf” or “tif”) shall be as effective as delivery of a manually executed counterpart of this Part Three-Talent Solutions & Staffing Agreement. [Return to Table of Contents](#)

Exhibit A

Resource Statement of Work (SOW)

Pursuant to the Part Three-Talent Solutions & Staffing Master Services Agreement (MSA) ("Agreement") between _____ ("Customer") and TAP Innovations, LLC ("TAP"), TAP has agreed to source candidates to support the Customer. Signature by an authorized representative from each company indicates the below resource(s) have been professionally screened by TAP and is approved by Customer to place these resource(s) in accordance with the following requirements. All work defined within this SOW will be performed and invoiced on a Time & Materials (T&M) or Project basis, exclusive of any applicable taxes. Applicable taxes will be invoiced in addition to these fees. Payment of fees is not contingent upon delivery of any work product or deliverables.

Hiring Manager		Request Date	
Job Title		Work Location	
Start Date		End Date	
Bill Rate/Salary		Expected Hours	
Responsibilities			

Resource Name	
Cost Estimate	
Travel Cost Estimate	

[Return to Table of Contents](#)

GLOBAL LEGAL PROVISIONS

1. Governing Law and Dispute Resolution

Texas law (without regard to any jurisdiction's conflict-of-laws principles) exclusively governs all matters based upon, arising out of, or relating in any way to this Agreement, including all disputes, claims, or causes of action arising out of or relating to this Agreement as well as the interpretation, construction, performance, and enforcement of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

All actions or proceedings arising out of or related to this Agreement may only be brought in a state or federal court located in Dallas County, Texas, and the Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceedings and themselves. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

2. Independent Contractor

TAP's relationship to Customer is solely that of an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between TAP and Customer. Neither Party shall hold itself out as a partner, principal, agent, employer, employee, or joint venturer of the other. Neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other Party.

3. Force Majeure

Neither Party shall be liable to the other for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving TAP's own employees), Internet service provider failures, failures of third-party cloud computing providers, denial-of-service attacks, a Party's failure to furnish necessary information, sabotage, transportation failures, equipment failures or substitutions, raw material shortages, or other technical failures.

4 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that TAP may transfer and assign any of its rights and obligations under this Agreement without consent. Any attempted assignment in violation of this provision will be deemed null and void.

5 Amendments

This Agreement and any ORDER FORM or Order Form may only be amended by a writing signed by an authorized representative of each Party. No amendment is effective unless mutually agreed in writing.

TAP Solutions & Services Master Services Agreement (MSA)

6 Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Further, all terms and conditions shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to rewrite, modify, and reform any and all terms or conditions to give them the maximum legal effect.

7. Waiver

Any waiver by a Party to declare a breach or seek any remedy available to it under this Agreement or by law must be in writing and signed by an authorized representative of such Party and will not constitute a waiver as to any past or future breaches or remedies.

8. Notices

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next-day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9. Counterparts and Electronic Execution

This Agreement and any ORDER FORM or Order Form may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or other electronic means (e.g., "pdf" or "tif") shall be as effective as delivery of a manually executed counterpart.

10. Section Headings

Section headings are for convenience only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.

[Return to Table of Contents](#)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Agreement effective as of the Effective Date set forth above.

TAP Innovations, LLC

Mailing Address: 539 W Commerce St, #249
Dallas, TX 75208
(972) 842-4554

Sign: _____

Name: R. John Ragsdale

Title: Founder & CEO

Date: _____

Sign: _____

Name: _____

Title: TAP Sales Executive / Reseller

Date: _____

Customer Name: _____

Address: _____

Email: _____

Invoice Email: _____

Phone: _____

Sign: _____

Name: _____

Title: _____

Date: _____

Sign: _____

Name: _____

Title: TAP Sales Referral Partner (if applicable)

Date: _____

[Return to Table of Contents](#)

Exhibit B

W-9 Form Placeholder

TAP Innovations, LLC shall provide a completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) upon request by Customer. A copy of the current W-9 form is maintained on file and available upon written request to TAP's finance department.

[Return to Table of Contents](#)