

Master Subcontractor Services Agreement

Pro IT NW LLC • Time-and-Materials Subcontract

This Master Subcontractor Services Agreement (“Agreement”) is entered into as of the Effective Date below, by and between **Pro IT NW LLC** (Seattle, WA; matheww@proitnw.com; 1-866-611-3533) (“Pro IT NW” or “Subcontractor”) and the entity identified in the fillable fields below (“Prime”). Each a “Party.” Prime engages end-customers (“Clients”) to deliver Microsoft and related technology consulting services, and wishes to engage Subcontractor to support those Client engagements.

Effective Date:

Prime legal entity name:

Address:

City / State / ZIP:

1. Purpose and Structure

1.1 Prime engages clients (“Clients”) to deliver Microsoft and related technology consulting services. From time to time Prime wishes to engage Pro IT NW as an independent subcontractor to provide senior engineering and architecture services in support of Prime's Client engagements.

1.2 This Agreement is a master agreement. It sets the standing terms under which Pro IT NW will perform services for Prime. The specific scope, duration, named resource(s), and estimated hours of each engagement will be described in a separate **Work Order** (see Section 2). No Work Order is required for this Agreement to take effect, but no billable work will begin until a Work Order is mutually agreed.

1.3 This is a **time-and-materials** arrangement. Pro IT NW is compensated for hours actually worked at the rate set in Section 4.

2. Work Orders

2.1 Each engagement will be authorized by a Work Order referencing this Agreement. A Work Order may be a short written document, an email confirmation, or a Prime-issued purchase order, and will identify at minimum: (a) a description of the services; (b) the named Pro IT NW resource(s) assigned; (c) the estimated hours or a not-to-exceed cap, if any; (d) the start date and expected duration; and (e) any Client-specific requirements.

2.2 In the event of a conflict between this Agreement and a Work Order, the Work Order controls for the specific engagement it covers.

2.3 Pro IT NW will not begin billable work on a new engagement until the applicable Work Order is agreed in writing (email is sufficient).

3. Performance of Services

3.1 **Named resource.** Mathew Wolfley, founder and principal engineer of Pro IT NW, is the default named delivery resource. Where a Work Order names a different Pro IT NW bench resource, that individual is identified at signature of the Work Order. Pro IT NW will not substitute the named resource without Prime's prior written consent (email is sufficient).

3.2 **Standard of performance.** Pro IT NW will perform the services in a professional and workmanlike manner consistent with generally accepted industry standards and with the reasonable direction of Prime and its Client for the relevant engagement.

3.3 Coordination. Pro IT NW will coordinate scheduling, reporting, and deliverable handoff through Prime's designated point of contact for each Work Order. Pro IT NW operates as Prime's subcontractor and will represent itself as part of the Prime delivery team to the Client where Prime directs.

3.4 Independent judgment. Pro IT NW controls the manner and means by which the services are performed, subject to the requirements of the applicable Work Order and Client environment.

4. Fees and Payment

4.1 Rate. Prime will pay Pro IT NW at the rate of **\$175.00 per hour** for services performed under this Agreement, unless a different rate is expressly stated in a signed Work Order.

4.2 Time records. Pro IT NW will track time in increments of no greater than one quarter (0.25) hour and will provide a reasonable summary of hours worked with each invoice.

4.3 Invoicing. Pro IT NW will invoice Prime on a monthly basis (or at the close of an engagement, if shorter) for hours worked in the preceding period.

4.4 Payment terms. Undisputed invoices are due within **thirty (30) days** of the invoice date.

4.5 Disputed amounts. Prime will pay all undisputed amounts when due and will notify Pro IT NW in writing of any disputed amount within fifteen (15) days of the invoice date, after which the Parties will work in good faith to resolve the dispute promptly.

4.6 Late payment. Undisputed amounts not paid when due accrue interest at 1.5% per month (or the maximum rate permitted by law, whichever is less).

4.7 Expenses. Pro IT NW's hourly rate is inclusive of ordinary business overhead. Pre-approved, out-of-pocket expenses (e.g., Client-directed travel) are reimbursable at cost only where authorized in advance in writing by Prime.

4.8 Pass-through costs. Any third-party software, licensing, cloud, or platform costs required for an engagement are the responsibility of Prime or its Client and are not marked up by Pro IT NW.

5. Intellectual Property

5.1 Work product. Upon full payment of the fees for the applicable Work Order, all deliverables created by Pro IT NW specifically for the relevant engagement ("Work Product") are the property of Prime (or its Client, as Prime directs), and Pro IT NW assigns its right, title, and interest in such Work Product accordingly.

5.2 Pre-existing materials. Pro IT NW retains all right, title, and interest in its pre-existing tools, templates, methodologies, scripts, frameworks, and general know-how developed independently of an engagement ("Pro IT NW Materials"). To the extent any Pro IT NW Materials are embedded in the Work Product, Pro IT NW grants Prime and its Client a perpetual, non-exclusive, royalty-free license to use them as embedded in the Work Product.

5.3 Residual knowledge. Nothing in this Agreement restricts Pro IT NW's right to use the general skills, experience, and know-how retained in the unaided memory of its personnel.

6. Confidentiality

6.1 Each Party will hold the other Party's and the relevant Client's non-public information in confidence and use it only to perform under this Agreement. This obligation survives termination for two (2) years.

6.2 The exclusions standard to confidentiality apply: information that is or becomes public through no fault of the receiving Party, was already lawfully known, is independently developed, or is rightfully received from a third party without restriction.

6.3 If the Parties execute a separate Non-Disclosure Agreement, that NDA supplements and, where its terms are more protective, controls over this Section.

7. Independent Contractor

7.1 Pro IT NW is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Pro IT NW is responsible for its own taxes, insurance, and the supervision and compensation of its personnel.

7.2 Neither Party has authority to bind the other or to make commitments to a Client on the other's behalf except as expressly authorized in a Work Order.

8. Insurance

8.1 Pro IT NW maintains commercial general liability and professional liability (errors & omissions) coverage consistent with industry norms for a firm of its size and will provide a certificate of insurance upon Prime's reasonable request.

9. Warranty and Limitation of Liability

9.1 **Warranty.** Pro IT NW warrants that the services will be performed in a professional and workmanlike manner. Pro IT NW will re-perform any service that fails to meet this standard, brought to its attention within thirty (30) days, at no additional charge. This is Prime's exclusive remedy for defective services. EXCEPT AS STATED HERE, PRO IT NW MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.2 **Cap.** EXCEPT FOR THE EXCLUSIONS BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND ANY WORK ORDER WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THE WORK ORDER GIVING RISE TO THE CLAIM.

9.3 **Exclusion of indirect damages.** NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA, OR GOODWILL.

9.4 **Exceptions.** The limitations in 9.2 and 9.3 do not apply to a Party's indemnification obligations, breach of confidentiality, gross negligence, or willful misconduct.

10. Indemnification

10.1 Each Party will defend, indemnify, and hold the other harmless from third-party claims to the extent arising from the indemnifying Party's gross negligence, willful misconduct, or material breach of this Agreement. The indemnified Party will give prompt notice, allow the indemnifying Party to control the defense, and cooperate reasonably.

11. Term and Termination

11.1 **Term.** This Agreement is effective on the Effective Date and continues until terminated.

11.2 **Termination for convenience.** Either Party may terminate this Agreement on thirty (30) days' written notice. Termination of this Agreement does not terminate a Work Order already in progress, which continues under its own terms unless separately terminated.

11.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within fifteen (15) days, or becomes insolvent or ceases business.

11.4 **Effect.** On termination, Pro IT NW will deliver completed and in-progress Work Product for engagements paid through the termination date, return or destroy confidential information on request, and revoke access to

Client systems. Prime will pay for all services performed through the termination date. Sections 4 (for amounts accrued), 5, 6, 7, 9, 10, and 12 survive.

12. General

12.1 **Governing law.** This Agreement is governed by the laws of the State of Washington, without regard to conflict-of-laws principles.

12.2 **Disputes.** The Parties will attempt to resolve any dispute first through good-faith discussion, then mediation in King County, Washington, before litigation. Any litigation will be brought in the state or federal courts located in King County, Washington.

12.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except in connection with a merger or sale of substantially all assets.

12.4 **Entire agreement.** This Agreement, together with all Work Orders and any separately executed NDA, is the entire agreement between the Parties on this subject and supersedes prior discussions. It may be amended only in a writing signed by both Parties.

12.5 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. No waiver is a continuing waiver. This Agreement may be executed in counterparts, including by electronic signature, each an original.

12.6 **Notices.** Notices are in writing to the contacts above, by email with confirmed receipt or by certified mail.

Signatures

By signing below, each Party agrees to the terms of this Agreement.

PRO IT NW LLC

Signature:

Name:

Title:

Date:

PRIME

Signature:

Name:

Title:

Date: