

# THE TECH CONTRACTS HANDBOOK

## Software Licenses and Technology Services Agreements for Lawyers and Businesspeople

by David W. Tollen

(ABA Publishing 2010)

[www.TechContractsHandbook.com](http://www.TechContractsHandbook.com)

### *Form Contract*

### License & Master Services Agreement

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### LICENSE & MASTER SERVICES AGREEMENT

This License & Master Services Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ ("Recipient"), and \_\_\_\_\_, a \_\_\_\_\_ ("Provider").

### RECITALS

The parties have also agreed that Provider will provide such technology-related services to Recipient as the parties may agree from time to time, and that Provider will license to Recipient such deliverables as are created through such services. Therefore, in

consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on Attachments A and B (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows.

## TERMS AND CONDITIONS

### 1. **Definitions.**

- (a) "Acceptance" is defined in Section 4 of this Agreement.
- (b) "Authorized Representative" refers to \_\_\_\_\_.
- (c) "Deliverables" refers to such deliverables as are required pursuant to a Statement of Work.
- (d) "Erase" and "Erasure" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- (e) "Preexisting Software" refers to any component of a Deliverable so designated in a Statement of Work.
- (f) "Project Data" refers to data in electronic form collected through the Services from Recipient's customers or other third parties or directly from Recipient.
- (g) "Services" refers to the services described in any Statement of Work.
- (h) "Statement of Work" refers to refers to any statement of work executed by both parties on the form attached to this Agreement as Attachment A.

### 2. **Services.**

- (a) *Services and Statements of Work.* Provider will perform the Services for Recipient. Upon execution, each Statement of Work will become part of this Agreement.
- (b) *Change Orders.* The parties may modify the requirements of any Statement of Work through a written change order, and such change order will become part of the Statement of Work when executed by Authorized Representatives of both parties.

### 3. **Deliverables License.**

Except to the extent that the relevant Statement of Work provides to the contrary:

- (a) *Preexisting Software Deliverables.*
  - (i) Provider hereby grants Recipient a non-exclusive license to reproduce and use the Preexisting Software (as defined below) incorporated into any Deliverable as necessary for Recipient's internal business purposes, provided Recipient complies with the restrictions set forth in Subsection 3(a)(ii) below. Such internal business purposes do not include use by any parent,

subsidiary, or affiliate of Recipient, or any other third party, and Recipient will not permit any such use.

(ii) Copies of the Preexisting Software transferred pursuant to this Agreement are licensed, not sold, and Recipient receives no title to or ownership of any copy or of the Preexisting Software itself. Furthermore, Recipient receives no rights to the Preexisting Software other than those specifically granted in this Subsection 3(a). Without limiting the generality of the foregoing, Recipient will not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Preexisting Software; (b) use the Preexisting Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Preexisting Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Preexisting Software's source code.

(b) *Customized Deliverables*. Provider hereby grants Recipient a nonexclusive, perpetual, irrevocable, worldwide, transferable, fully-paid, royalty-free, non-exclusive license: (i) to reproduce, modify, distribute, publicly perform, publicly display, and use any Deliverable not designated as Preexisting Software in a Statement of Work; and (ii) to sublicense any or all such rights to third parties.

**4. Deliverables Acceptance.** Unless the relevant Statement of Work provides to the contrary, acceptance of deliverables ("Acceptance") will occur according to the procedures set forth in this Section 4. Acceptance of each Deliverable will occur: (a) when Recipient provides Provider written notice of acceptance or (b) \_\_\_ days after delivery, if Recipient has not first provided Provider with written notice of rejection. Recipient may reject a Deliverable only in the event that it materially deviates from its specifications or other requirements listed in its Statement of Work. In the event of such rejection, Provider will correct the deviation and redeliver the Deliverable within \_\_\_ days. Re-delivery pursuant to the previous sentence will constitute another delivery, and the parties will again follow the acceptance procedures set forth in this Section 4, except that after any subsequent failure of the Deliverable to perform as required, either party may terminate the Statement of Work by written notice (up until such time as the parties agree to continue the acceptance procedures of this Section 4). In the event of such termination, Provider will promptly refund all amounts paid pursuant to the Statement of Work, as Recipient's exclusive remedy, and Recipient will promptly return all copies of the Deliverables created pursuant to such Statement of Work.

**5. Payment.**

(a) *Fees*. Recipient will pay Provider such fees as are set forth in each Statement of Work.

(b) *Expenses*. Recipient will reimburse Provider for reasonable out-of-pocket expenses incurred by Provider and its employees and contractors in provision of the Services.

(c) *Invoices.* Provider will submit itemized invoices to Recipient for the payments required in this Section 5, and all invoices will be due and payable within 30 days.

## **6. Warranties.**

(a) *Function.* Provider warrants that each Deliverable will perform according to its descriptions and specifications in the relevant Statement of Work, for a period of \_\_\_\_\_ following Acceptance of such Deliverable, or for such other period as is set forth in such Statement of Work.

(b) *Infringement/Ownership.* Provider warrants that it is and will be the owner of the Deliverables and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property and other rights granted in this Agreement without the further consent of any third party.

(c) *No Viruses.* Provider warrants that the Deliverables and any media used to deliver them contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

(d) *Services Performance.* Provider warrants that the Services will be performed in a workmanlike manner.

(e) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

(f) *Disclaimers.* EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 6, PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Provider does not warrant that any software will perform without error or that it will run without immaterial interruption. Provider provides no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of a Deliverable made by anyone other than Provider, unless Provider approves such modification in writing; or (ii) use of a Deliverable in any way forbidden by the relevant Statement of Work. The warranty in Subsection 6(b) above does not apply to the extent that the infringement arises out of any of the conditions listed in Subsection 7(d) below.

## **7. Indemnity.**

(a) *Indemnified Parties & Claims.* The “Indemnified Parties” are Recipient and its officers, directors, shareholders, parents, subsidiaries, agents, insurers, successors, and assigns. An “Indemnified Claim” is any third party claim, suit, or proceeding against the Indemnified Parties arising out of, related to, or alleging: (i) infringement of any patent, copyright, or other intellectual property right by the Services or a Deliverable; or (ii) injury to or death of any individual, or any loss of

or damage to real or tangible personal property, caused by the negligence of Provider or of any of its agents, subcontractors, or employees.

- (b) *Indemnity.* Provider will indemnify, defend, and hold the Indemnified Parties harmless against any Indemnified Claim, provided Recipient gives Provider prompt notice of such Indemnified Claim. Provider's obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys and payment of court costs, as well as settlement at Provider's expense, payment of judgments, or both.
- (c) *Litigation.* Provider will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Recipient will have the right to approve the terms of any settlement or compromise that restricts its rights granted under this Agreement or subjects it to any ongoing obligations.
- (d) *Exclusions.* Provider's obligations set forth in Subsection 7(b) above do not apply to the extent that an Indemnified Claim arises out of:
  - (i) Recipient's violation of this Agreement;
  - (ii) revisions to a Deliverable made without Provider's written consent;
  - (iii) Recipient's failure to incorporate revisions to a Deliverable that would have avoided the infringement alleged in the Indemnified Claim, provided Provider offered such revisions without fees or charges not otherwise required pursuant to this Agreement.
  - (iv) use of a Deliverable in combination with hardware or software not provided by Provider: (A) that is specifically forbidden by the relevant Statement of Work (including without limitation any specifications included or referenced therein); or (B) that is not designated in the Statement of Work as available for interface with the Deliverable, unless such hardware or software is necessary for the Deliverable to perform a function listed in such Statement of Work.

## **8. Limitation of Liability.**

- (a) *Limitations.* Except as provided below in Subsection 8(b) below: (i) IN NO EVENT WILL PROVIDER'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED \$ \_\_\_\_\_; AND (ii) IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SUBSECTION 8(a) APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF RECIPIENT'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Subsection 8(a), Provider's liability will be limited to the maximum extent permissible.

- (b) *Exclusions.* Subsection 8(a) above does not apply to (i) claims pursuant to Section 7 or (ii) claims for attorneys' fees and other litigation costs Recipient becomes entitled to recover as a prevailing party in any action.

**9. Nondisclosure.**

- (a) *Confidential Information.* "Confidential Information" refers to the following items one party to this Agreement (the "Disclosing Party") discloses to the other (the "Receiving Party"): (i) any document the Disclosing Party marks "Confidential"; (ii) any information the Disclosing Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within \_\_\_ business days; and (iii) any information designated as "Confidential Information" in a Statement of Work. Notwithstanding the foregoing, Confidential Information does not include information that: (A) is in the Receiving Party's possession at the time of disclosure; (B) is independently developed by the Receiving Party without use of or reference to Confidential Information; (C) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (D) is approved for release in writing by the Disclosing Party.
- (b) *Nondisclosure Obligations.* The Receiving Party will not use Confidential Information for any purpose other than to facilitate the provision of Services. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor of the Receiving Party unless such person needs access in order to facilitate the provision of Services and executes a nondisclosure agreement with the Receiving Party, with terms no less restrictive than those of this Section 9; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.
- (c) *Injunction.* The Receiving Party agrees that breach of this Section 9 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- (d) *Termination and Return.* The obligations of Subsection 9(b) above will terminate \_\_\_\_\_ after the Effective Date. Upon termination of this Agreement or

upon the Disclosing Party's written request, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or certify, in writing, the destruction thereof.

- (e) *Retention of Rights.* This Section 9 does not transfer ownership of Confidential Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary, the Disclosing Party will retain all right, title, and interest in and to all Confidential Information.

## **10. Data Management & Security.**

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient's prior written consent, Provider: (i) will not access or use Project Data other than as necessary to facilitate the Services; and (ii) will not give any third party access to Project Data. Notwithstanding the foregoing, Provider may disclose Project Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient's expense.
- (b) *Recipient's Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider's use and possession thereof is solely as Recipient's agent. Recipient may access and copy any Project Data in Provider's possession at any time, through the media of communication described on the data access rules in Part I of Attachment B. Provider will facilitate such access and copying promptly after Recipient's request.
- (c) *Retention & Deletion.* Provider will retain any Project Data in its possession until Erased pursuant to this Subsection 10(c). Provider will Erase: (i) all copies of Project Data \_\_\_\_\_ after collection thereof; (ii) any or all copies of Project Data promptly after Recipient's written request; and (iii) all copies of Project Data no sooner than \_\_\_ business days after termination of this Agreement and no later than \_\_\_ business days after such termination. Notwithstanding the foregoing, Recipient may at any time instruct Provider to retain and not to Erase or otherwise delete Project Data, provided Recipient may not require retention of Project Data for more than \_\_\_ business days after termination of this Agreement. Promptly after Erasure pursuant to this Subsection \_\_\_\_(c), Provider will certify such Erasure in writing to Recipient.
- (d) *Technical & Physical Security.* In its handling of Project Data, Provider will observe the data security policy listed in Part II of Attachment B.
- (e) *Individuals' Access.* Provider will not allow any of its employees to access Project Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider's obligations set forth in this Section 10. Provider will perform a background check on any individual it gives access to Project Data. Such background check will include, without limitation, a review of the individual's criminal history, if any. Provider will not grant access to Project Data if the background check or other information in Provider's possession would lead a

reasonable person to suspect that the individual has committed identity theft or otherwise misused third party data or that the individual presents a threat to the security of Project Data.

- (f) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Project Data.
- (g) *Testing & Audits.* Recipient may test Provider's Project Data management systems \_\_\_\_\_ times per \_\_\_\_\_, including without limitation via unannounced penetration tests, and Provider will cooperate with such tests as Recipient reasonably requests. No less than once per calendar year, Provider will retain a certified public accounting firm (i) to perform a SAS-70 audit that includes Provider's Project Data management systems and (ii) to produce a SAS-70 Type II report. Provider will provide such report to Recipient promptly after receipt thereof, and such report will be considered Confidential Information disclosed by Provider pursuant to Section 9 (Nondisclosure) of this Agreement.
- (h) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Project Data (any "Leak") that comes to Provider's attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider's expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider's expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection 10(h) are in addition to any others Recipient may have.
- (i) *Injunction.* Provider agrees that violation of the provisions of this Section 10 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

**11. Insurance.** During the term of this Agreement and for \_\_\_\_\_ thereafter, Provider will maintain in full force and effect: (a) commercial general liability insurance covering personal injury and property damage, including without limitation contractual liability, with limits of at least \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ in the aggregate; (b) business automobile liability insurance for all vehicles, including those owned or rented by Provider or its employees, covering personal injury and property damage, with a limit of at least \$\_\_\_\_\_ per occurrence; and (c) worker's compensation and employer's liability insurance, with limits of at least \$\_\_\_\_\_. Provider will maintain all such insurance with carriers rated \_\_\_ or better by \_\_\_\_\_. The insurance policies required pursuant to this Section 11 will stipulate that they are primary insurance and that no insurance policy or self-insurance program of Recipient will be called upon to contribute. Before commencement of Services, and from time to time thereafter upon renewal of any such policy of insurance, Provider will provide Recipient with certificates of insurance evidencing the above coverages and naming Recipient as certificate holder entitled

to 30 days' written notice following any cancellation, reduction, or change in coverage.

**12. Term & Termination.**

- (a) *Term.* This Agreement will continue until terminated by either party as specifically authorized herein.
- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Termination for Convenience.* Either party may terminate this Agreement for any reason or no reason \_\_\_\_\_ days after all Services have been provided and payments made pursuant to all Statements of Work. Recipient may terminate any Statement of Work for convenience upon \_\_\_ days' advanced written notice, unless the Statement of Work specifically provides to the contrary. On the effective date of such termination for convenience of a Statement of Work, Recipient will pay Provider such early termination fee as is listed in the Statement of Work, if any.
- (d) *Effects of Termination.* Upon termination of this Agreement, each party will promptly return any property of the other's. The following provisions will survive termination of this Agreement or of a Statement of Work: (i) any obligation of Recipient to pay for Services rendered before termination; (ii) Sections 3 and 7 through 10 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

**13. Miscellaneous.**

- (a) *Notices.* Notices pursuant to this Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.
  - (i) For Provider: \_\_\_\_\_.
  - (ii) For Recipient: \_\_\_\_\_.
- (b) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way. The parties agree that no Provider employee or contractor will be an employee of Recipient. Provider will be responsible for all employment rights and benefits of Provider employees, including without limitation: (i) federal, state, and local income and employment taxes and social security contributions; (ii) workers' compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (iii) insurance.
- (c) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than

- (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (d) *Force Majeure*. To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (e) *Assignment & Successors*. Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (f) *Choice of Law & Jurisdiction*. This Agreement will be governed solely by the internal laws of the State of \_\_\_\_\_, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of \_\_\_\_\_, \_\_\_\_\_.
- (g) *Severability*. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (h) *Bankruptcy Rights*. The rights and licenses granted to Recipient in Section 3 of this Agreement are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 101, et seq.). If Provider is subject to any proceeding under the United States Bankruptcy Code, and Provider as debtor in possession or its trustee in bankruptcy elects to reject this Agreement, Recipient may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all of the rights granted to it under Sections 3 of this Agreement to the maximum extent permitted by law. This Subsection 13(h) will not be construed to limit or restrict any right or remedy not set forth in this Subsection 13(h), including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than Section 3.
- (i) *Conflicts among Attachments*. In the event of any conflict between the terms of this main body of this Agreement and those of any attachment, including without limitation any Statement of Work, the terms of this main body will govern.
- (j) *Execution in Counterparts*. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- (k) *Construction*. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

(l) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

(m) *Amendment.* This Agreement may not be modified except (i) by Authorized Representatives of each party and (ii) in a written contract signed by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

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**RECIPIENT**

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**PROVIDER**

By:

By:

---

(signature)

---

(signature)

Name:

Name:

---

(print)

---

(print)

Title:

Title:

**Attachment A: Statement of Work Form**

**STATEMENT OF WORK NUMBER \_\_\_\_\_  
To License and Master Services Agreement**

**Project Title:** \_\_\_\_\_

This Statement of Work Number \_\_\_ (this “Statement of Work”) is entered into pursuant to the License & Master Services Agreement (the “Agreement”) by and between \_\_\_\_\_ (“Provider”) and \_\_\_\_\_ (“Recipient”).

This Statement of Work is incorporated into the Agreement. In the event of any conflict between this Statement of Work and the main body of the Agreement, the main body will govern. The provisions of this Statement of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement. Capitalized terms not otherwise defined in this Statement of Work will have the meanings given in the main body of the Agreement.

- I. *Services & Deliverables.* Provider will provide the following services:  
\_\_\_\_\_  
*[Insert description of services. Include technical specifications for any technology to be created, or include reference to specifications attached to this Statement of Work. List any “Preexisting Software” among the Deliverables.]*
- II. *Recipient Cooperation.* Recipient will reasonably cooperate with Provider in the provision of services and will provide the following assistance to Provider:  
\_\_\_\_\_  
*[Insert description of Recipient responsibilities, or insert “N/A” if not applicable.]*
- III. *Payment.* Recipient will pay Provider as follows:  
\_\_\_\_\_  
*[Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]*
- IV. *Additional Provisions.* In addition, the parties agree as follows:  
\_\_\_\_\_  
*[Insert additional terms or “N/A” if not applicable.]*

This Statement of Work is effective as of the latest date of execution set forth below.

\_\_\_\_\_  
**RECIPIENT**

\_\_\_\_\_  
**PROVIDER**

By:

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Name:

Name:

\_\_\_\_\_  
(print)

\_\_\_\_\_  
(print)

Title:

Title:

## **Attachment B: Data Management**

### Part I: Data Access Rules

[insert]

### Part II: Data Security Policies

[insert]