

Rietta's Master Services Agreement

Version 1.3, last modified October 8, 2019

THIS MASTER SERVICES AGREEMENT (the "Agreement") governs Client's access to and use of Rietta's Services, so please carefully read them before using the Services.

WHEREAS, Rietta Inc., a Georgia corporation ("Rietta") is a provider of certain computer-related consulting and programming services ("Services"), the Client, or you as the Client, desires to engage Rietta to provide such services.

By using the Services, you agree to be bound by this Agreement. If you are using the Services on behalf of an organization, you are agreeing to this Agreement for that organization and promising that you have the authority to bind that organization to these terms. In that case, "you", "your", and "Client" will refer to that organization.

You may use the Services only in compliance with this Agreement. You may use the Services only if you have the power to form a contract with Rietta and are not barred under any applicable laws from doing so.

1. Services to be Performed

Rietta hereby agrees to perform the Services described in [Exhibit "A"](#), which is attached hereto and incorporated by reference herein. Rietta, at all times, will be an independent contractor providing Services to Client pursuant to this Agreement. Those performing Services on behalf of Rietta hereunder, as set forth on [Exhibit "A"](#) or otherwise, will be employees or independent contractors of Rietta. Neither Rietta nor any employee or independent contractor of Rietta providing Services on behalf of Rietta will represent to third parties that Rietta or said employee or independent contractor providing Services on behalf of Rietta is an employee or agent of Client in the provision of Services under this Agreement. Nothing in this Agreement will give Client control over the manner in which Rietta, or any employee or independent contractor of Rietta, provides such Services.

2. Fees for Services Performed

Client shall pay to Rietta fees for the Services rendered under this Agreement as set forth on Exhibit "A". As set forth on Exhibit "A", Rietta and Client shall mutually agree upon

1. The fee basis (hourly, weekly, sprint);
2. the Rate;
3. and all expenses for which Client shall reimburse Rietta, including travel expenses, computer equipment or cloud services paid for by Rietta on behalf of Client, and any other expenses upon which the parties agree.

Rietta shall provide Client with an invoice on a periodic (monthly, bi-weekly, or weekly) basis for fees relating to the Services performed, which shall set forth an itemized listing of work performed and all expenses incurred (for which Client has agreed to reimburse Rietta under this Section 2 and [Exhibit "A"](#)

hereto). Payment of such invoice shall be due to Rietta from Client within fifteen (15) days from the invoice date. Client will pay interest on accounts overdue at a rate of one and one half percent (1.5%) per month (18% annually).

3. Work Product and Inventions

All materials developed, generated, or produced by Rietta (or the employees or independent contractors of Rietta) in the performance of Services hereunder including, but not limited to, all computer software, documentation, flow charts, diagrams, specifications, reports, and data (collectively, the "Work Product") shall be Client's sole and exclusive property. Any invention, product, computer program or specification, whether patentable or un-patentable, which is made, conceived, or first actually or constructively reduced to practice by Rietta or the employees or independent contractors of Rietta as a result of Rietta's performance of Services hereunder (individually, an "Invention" and collectively, the "Inventions"), shall be Client's property.

4. Rietta License

If the Work Product or Inventions embody or reflect preexisting rights that Rietta owns or that Rietta does not own but only has the right to license, then, to the extent that Rietta has the right to license such Work Product or Inventions, Rietta hereby grants to Client the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right, and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof, and (b) authorize others to do any or all of the foregoing.

5. Ownership

Rietta and Client agree that the Work Product is a work, specially ordered and commissioned for use as a contribution to a collective work, and is a work made for hire pursuant to U.S. Copyright Law. If the Work Product, or any portion of it, is not considered a work made for hire, or if Rietta may be entitled to claim any other ownership interest in the Work Product or Inventions, then, subject to Rietta's rights as set forth in [Section 3](#) hereof, Rietta hereby transfers, grants, conveys, assigns, and relinquishes to Client all of Rietta's worldwide right, title, and interest in and to such Work Product and Inventions, under patent, copyright, trade secret, and trademark law, in perpetuity or for the longest period otherwise permitted by law. Rietta agrees to perform any and all acts that may be deemed reasonably necessary or desirable by Client to evidence more fully the transfer of ownership to Client of the Work Product and Inventions.

6. Usage of Open Source Technology

Client acknowledges that Rietta will use open source software, including Ruby on Rails, PostgreSQL, Linux, and other publicly available software packages in the Software developed under this Agreement. This material shall be referred to as "Open Source Technology."

Rietta does not own the Open Source Technology. Each Open Source Technology belongs to its legal owner and is licensed to both Rietta and Client under the common terms of an Open Source Initiative approved license published at <http://opensource.org>. While Rietta may incorporate GNU Public License

(GPL)¹ code to support the Software developed under this Agreement, Rietta will not knowingly link the code in such a way that the Software must also be licensed under the GPL, or another copyleft license, without Client's written permission.

7. Ownership of Background Technology

Client acknowledges that Rietta owns or holds a license to use and sublicense various preexisting development tools, routines, subroutines and other programs, data and materials that Rietta may include in the Software developed under this Agreement. This material shall be referred to as "Background Technology."

Rietta retains all right, title and interest, including all copyright, patent rights and trade secret rights in the Background Technology. Subject to full payment of the consulting fees due under this Agreement, Rietta grants Client a nonexclusive, perpetual worldwide license to use the Background Technology in the Software developed for and delivered to Client under this Agreement, and all updates and revisions thereto. However, Client shall make no other commercial use of the Background Technology without Rietta's written consent.

8. Warranties

THE SERVICE(S) FURNISHED UNDER THIS AGREEMENT IS PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR OTHERWISE; INCLUDING, WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Term and Termination

The parties hereto agree that this Agreement shall continue until such time as Rietta has completed performing Services as specified in [Exhibit "A"](#) hereto. Each party hereto shall have the right to terminate this Agreement, with or without cause, at any time prior to such completion of Services by giving the other party fifteen (15) days prior written notice of such termination (hereinafter referred to as "Termination").

In the event of Termination by either party, Client agrees that it will pay all fees due to Rietta under [Section 2](#) hereof for all Services performed by Rietta up to and including the date of termination. Client also shall reimburse Rietta for all agreed upon expenses incurred by Rietta in the performance of Services hereunder that are due to Rietta under [Section 2](#) hereof.

Client agrees to return to Rietta, as soon as possible upon the termination of this Agreement, any property of Rietta that is in the Client's possession.

¹ See information about the GNU Public License at <http://opensource.org/licenses/gpl-license>

10. Covenant To Hire

If Client, directly or indirectly, or on behalf of any other person or entity solicits for employment, hires, or engages any employee or independent contractor of Rietta who is employed by Rietta or engaged by Rietta as an independent contractor during the term of the Agreement and for a period of three hundred sixty-five (365) days following the termination of this Agreement, Client agrees to compensate Rietta in an amount equal to one (1) year of annual compensation for such employee or independent contractor, which amount shall be payable at the time such action occurs. For purposes of this paragraph, "one year of annual compensation" shall be calculated by multiplying two thousand (2,000) by the Standard Hourly Rate as set forth in [Exhibit "A"](#) hereto.

11. Covenant Not To Solicit

Rietta agrees to not solicit business away from the Client.

12. Covenant Not To Disclose (Non-Disclosure Agreement)

As used herein, "Confidential Information" shall mean any and all data and information of any type or form relating to the business of either party which is or has been disclosed or otherwise becomes or has become known to the other party hereto as a result of the contractual relationship of the parties and which is not generally known to the public, including, but not limited to: (i) Client files, (ii) Client lists, (iii) research plans, (iv) Inventions, (v) the Work Product, (vi) methods of design, procurement, manufacture, and distribution, (vii) personnel files, (viii) financial records, (ix) compensation arrangements with employees and independent contractors, and (x) contracts with Clients, suppliers, and other third parties.

The parties hereto agree that the party to whom Confidential Information has been disclosed (the "receiving party") by the other party (the "disclosing party") or of which the receiving party has become aware by reason of the contractual relationship between the parties pursuant to this Agreement, will not, directly or indirectly, disclose to any person, firm, partnership, proprietorship, corporation, association, or other entity, use, or otherwise exploit for the party's own benefit or for the benefit of any other person or entity (except as may be necessary in the performance of their respective duties hereunder), any Confidential Information. The parties further agree that upon the termination of this Agreement, or upon the request of the disclosing party, the receiving party will not retain, without the prior written consent from the disclosing party, and will promptly deliver to the disclosing party, all Confidential Information and all originals and copies of all papers, data, files, and other documents or materials of any kind whatsoever that contain or are based upon any Confidential Information of the disclosing party.

13. Miscellaneous

- a) The parties hereto agree that, in addition to all other remedies provided at law or in equity, each party shall be entitled to injunctive relief in the event of a breach or threatened breach by the other party hereto of any covenant contained in this

Agreement, and each party hereby waives any requirement that the other party post any bond in connection with obtaining such injunctive relief. Furthermore, in the event of a breach or threatened breach of such covenants, the breaching party agrees to pay all of the other party's costs, including (but not limited to) reasonable attorneys' fees, of enforcing such covenants. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach, including the recovery of damages.

- b) The parties hereto agree that the covenants and obligations contained in this Agreement are severable and divisible, that none of such covenants or obligations depend on any other covenant or obligation for their enforceability, that each such covenant and obligation constitutes an enforceable obligation between Rietta and Client, that each such covenant and obligation shall be construed as an agreement independent of any other provision of this Agreement, and that the existence of any claim or cause of action by one party to this Agreement against another party to this Agreement, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by any party to this Agreement of any such covenants or obligations.
- c) Client agrees that during the term of this Agreement, Rietta may publicly refer to Client, orally and in writing, as a client of Rietta. Any other reference to Client by Rietta requires the written consent of Client.
- d) Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.
- e) Without the prior written consent of the other party hereto, the parties agree not to assign, sell, transfer, or subcontract any right or obligation set forth in this Agreement, although Client acknowledges and agrees that independent contractors may perform the services required hereunder on behalf of Rietta. In no event shall Client's consent to any assignment be unreasonably withheld.
- f) This Agreement shall be governed by and construed under the laws of the State of Georgia without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals with one original being delivered to each party, on the day and year first above written.

Under the U.S. Uniform Electronic Transactions Act (UETA), this Agreement is executed electronically when both parties agree via e-mail, an Internet web page, or other electronic means and the Client pays the deposit as set forth in [Exhibit "A"](#).

EXHIBIT “A”

When Rietta sends the Client an **Estimate or Invoice** and the Client accepts the Estimate or the Client makes a payment on the Invoice, then Rietta and Client are deemed to have executed this Agreement electronically.

This Exhibit is therefore attached to the accepted Estimate or Invoice on which a payment has been made. The notes and details of that Estimate or Invoice are incorporated by reference herein.

The Effective Date of this agreement will be the day and time of this execution as logged by the billing system or indicated in the header of the e-mail message.

Signature for the Agreement and Exhibit “A”

By signing below, Client indicates agreement and acceptance of all terms and conditions as outlined in Exhibit “A”, and in the Master Services Agreement.

Party	(Client)	Rietta Inc.	(Rietta)
Authorized Signature			
Printed Name		Frank S. Rietta	
Title		President	
Date			