

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT is made as of the date specified on the signature page below between Metavue Corporation, located at 1110 Surrey Drive, Sun Prairie, WI and Independent contractor, identified on the signature line.

1. PERSONNEL AND RATES: Independent contractor will provide to Metavue, on a time and materials basis, the various categories of personnel specified, at the rates and services specified in a Work Order, issued and agreed to under this Agreement. Each such Work Order will be incorporated into and made a part of this Agreement as of the date the Work Order is fully executed.

Metavue Corporation will pay Independent Contractor for Services approved in Fieldglass at a rate to be determined by the Work Order for each engagement. There are no provisions for overtime, on call, travel expenses, or any other benefits or provisions beyond the fixed hourly rate. Unless otherwise agreed to by both parties in advance, the Work Order will reflect the gross bill rate minus the 2.21% VMS fee deducted by Tapfin for VMS administration, and \$2.00/hr. deducted as Metavue's margin.

2. EXCLUSIVE RIGHT TO REPRESENT. Independent contractor gives Metavue permission to act as sole representative for consulting candidates presented for contract engagements. In the event the Independent Contractor is not the consultant being presented for an opportunity, the Independent Contractor agrees to have received advance written permission from the consultant to act on the consultant's behalf, and as the sole representative for the consultant. These permissions apply only to the specific opportunity applied for.
3. INVOICING: Independent Contractor's consultants are required by State agencies to enter a timesheet weekly. Invoicing from Metavue to State agencies is managed by the STAR and Fieldglass time management systems. Fieldglass is the system of record for all consulting services rendered to the State and managed by Tapfin, the Vendor Management System service provider.

Timesheets approved by the consultant's supervisor leads to the generation of an invoice to the State for services, on behalf of Metavue. Metavue will provide timesheet data to the Independent Contractor as part of its payment notification communication, in the form of email. The Independent Contractor may invoice Metavue for consulting services, consistent with the consultant timesheet by virtue of hours entered and approved by the Client in Fieldglass. Invoicing by the Independent Contractor is optional, and not necessary for the disbursement of payments.

4. MANNER OF PAYMENT. Payments are due the Independent Contractor once they are received by Metavue. Metavue will pay the Independent Contractor by Electronic Funds Transfer, to a checking account agreed to in advance by both parties. Payment is to be postmarked or made via EFT no later than 5 business days from the date Metavue receives payment from Tapfin.

Independent Contractor will be responsible for providing for and managing all compensation to the consultant.

5. TERMINATION. This Agreement may be terminated for any reason by the Client, Independent Contractor, or Metavue Corporation. Independent Contractor and Metavue Corporation agree to give at least 14 days' notice should they decide to terminate the contract. It is understood that State agencies do not have to provide any advance notice that they will be discontinuing the use of Independent Consultant's services.

Should this agreement be terminated, the terms pertaining to Invoicing and payment will remain in place for consultants engaged with State agencies until those engagements end.

6. RELATIONSHIP OF THE PARTIES. This agreement is a corp-to-corp agreement. As such, it shall not constitute, create, or otherwise imply an employment, ownership situation, partnership or venture of any kind between the parties. No income, social security, state disability, or other federal or state payroll tax will be deducted from payments made to Independent Contractor, and Independent Contractor understands and agrees that he bears sole responsibility for managing these obligations.
7. PROPRIETARY INFORMATION, CONFIDENTIALITY AND OWNERSHIP OF WORK. State agencies have a standard set of policies and agreements pertaining to requirements, standards and practices of the agency with regard to proprietary information, confidentiality and ownership of work. Both Independent Contractor and consultant will agree to comply with all requirements, standards and practices of the agency as specified in the onboarding process for consultants.
8. ENTIRE AGREEMENT. This Agreement, along with accompanying Work Orders, contains the entire agreement and understanding of the parties with respect to the contract engagement.

By signing the Independent Contractor and Metavue Corporation agree to abide by the terms of this agreement, commencing on the date signed.

Metavue Corporation  
Michael Rufflo  
President

**Independent Contractor Information and  
Signature**

\_\_\_\_\_  
Business/Company Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
Representative

Signature: \_\_\_\_\_

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Signature: \_\_\_\_\_