

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is made as of the date specified on the signature page below between Metavue Corporation, located at 1110 Surrey Drive, Sun Prairie, WI ("Metavue") and Independent Contractor, identified on the signature line, for services provided to Metavue's clients ("Client").

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.
2. 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 the dotStaff time management systems. dotStaff is the system of record for all consulting services rendered to the State and managed by Knowledge Services, 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. 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.

3. Metavue Corporation will pay Independent Contractor for Services approved in the Client's time management systems 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. The Work Order will reflect the gross bill rate minus the 1.5% VMS fee deducted by the Client's VMS provider, and 3.5% deducted as Metavue's margin.
4. Manner of Payment. Metavue will pay the Independent Contractor by Electronic Funds Transfer. Payment for invoices submitted to Metavue by the Independent Contractor in compliance with this agreement will be made via EFT no later than 5 business days from the date Metavue receives payment from the Client's VMS provider.
5. Termination. This Agreement or any Work Order may be terminated for any reason by the Independent Contractor or Metavue. Independent Contractor and Metavue agree to give at least 15 days' notice should they decide to terminate the contract and/or work order. Should the Client communicate in writing to Metavue that they will be discontinuing the use of Independent Consultant's services, the Work Order associated with those services shall considered terminated immediately.

Should this Agreement or any Work Order be terminated, the terms pertaining to Invoicing and payment will remain in place until all invoices submitted in compliance with the Agreement or that Work Order are paid.

6. Relationship of the Parties. This agreement is a corp-to-corp, or corp-to-1099 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. The Client has one or more standard sets of policies and agreements pertaining to requirements, standards and practices of the agency with regard to proprietary information, confidentiality and ownership of work. Prior to beginning work under each Work Order,

Independent Contractor will agree to comply with all requirements, standards and practices of the Client as specified in the onboarding process for consultants for that Work Order.

- 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 of signature.

Metavue Corporation
Michael Rufflo
President

**Independent Contractor Information and
Signature**

Business/Company Name

Date: _____

Representative

Signature: _____

Date: _____

Signature: _____