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| C:\Users\DTollen\My ShareSync\Law Practice\Tech Contracts Academy\Admin\Identity\Logo\TCA_TM Logo_FINAL\PNG\Tech-Contracts-Academy-Logo_TM_Color_FINAL.png<https://TechContracts.com/> | **THE TECH CONTRACTS HANDBOOK****Cloud Computing Agreements, Software Licenses, and Other IT Contracts for Lawyers and Businesspeople**Third Edition**by David W. Tollen**(ABA Publishing - Intellectual Property Law Section of the American Bar Association; 2021) |

***Form Contract***

**Customer’s ITMA (Information Technology Master Agreement)**

***On-Premise Software, SaaS, Professional Services, or any Combo of the Three; Customer’s Form Contract; Customer-Friendly; Accommodates Multiple Projects/Licenses/SoW’s; Ink Signature***

*You may use the form contract below subject to the “Terms of Use” posted at* [*https://techcontracts.com/terms-of-use-and-privacy-policy/*](https://techcontracts.com/terms-of-use-and-privacy-policy/)*. In addition to the Terms of Use, PLEASE READ THE FOLLOWING DISCLAIMER BEFORE USING THE FORM CONTRACT:*

***NEITHER TECH CONTRACTS ACADEMY®, LLC NOR THE AUTHOR OR PUBLISHER, OR ANYONE AFFILIATED WITH THEM, REPRESENTS THAT THE FORM CONTRACT BELOW WILL MEET YOUR SPECIFIC GOALS, PROTECT YOUR SPECIFIC INTERESTS, OR WITHSTAND CHALLENGES TO ITS LEGAL OR FACTUAL SUFFICIENCY. The form contract below is general in nature and may not be sufficient for a specific contractual, technological, or legal problem or dispute. THE FORM IS NOT PROVIDED WITH ANY GUARANTY, WARRANTY, OR REPRESENTATION AS TO QUALITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE. Publication of the form does not constitute the practice of law and is not legal counsel or advice. Neither Tech Contracts Academy®, LLC or the author or the publisher of this website or* The Tech Contracts Handbook*, or anyone affiliated with them, is rendering a legal or other professional service. The form should not be relied upon as a substitute for consultation with an attorney.***

*Note that this document uses Microsoft Word multi-level bullets/numbering for section numbers and cross-referencing features for section references.*

*Please delete all text above the following dotted line, as well as the line itself and the page-break following it, before using this form.*

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**I****NFORMATION TECHNOLOGY MASTER AGREEMENT**

This INFORMATION TECHNOLOGY MASTER AGREEMENT (this “Agreement”) is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_, (“Customer”) and \_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_ (“Vendor”). This Agreement consists of any Order (as defined below), the documents marked below with an “X,” and any other document any of the following specifically incorporates by reference:

|  |  |
| --- | --- |
| X | The General Terms and Conditions (below) |
|  | The SaaS Special Terms |
|  | The On-Premise Software Special Terms |
|  | The Professional Services Special Terms |
| X | Attachment A, Order Form |
| X | Attachment B, Data Processing Agreement |

The parties have agreed that Vendor will provide Customer with certain technology products and/or services and that Customer will pay Vendor certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as set forth in the pages that follow.

**GENERAL TERMS & CONDITIONS**

In Articles 1 through 12 below: references to SaaS will be inapplicable unless and until the parties a SaaS Order; references to On-Premise Software will be inapplicable unless the parties execute an On-Premise Software Order; and references to Professional Services and Deliverables will be inapplicable unless and until the parties execute a Statement of Work Order. Such designations will appear in Section I of each Order.

1. **DEFINITIONS.** The following terms will have the meanings set forth in this Article 1 when used in this Agreement.
	1. “Acceptance” is defined in Section 3.1 (*Acceptance*) below.
	2. “Confidential Information” is defined in Section 5 (*Confidentiality*) below.
	3. “Customer Data” means all information processed or stored on computers or other electronic media by Customer or on Customer’s behalf, or provided to Vendor for such processing or storage, as well as any information derived from such information. Customer Data includes, without limitation: (a) information on paper or other non-electronic media provided to Vendor for computer processing or storage, or information formerly on electronic media; (b) information provided to Vendor by Customer’s customers or other users or by other third parties; and (c) personally identifiable information from such customers, users, or other third parties, including from Customer’s employees.
	4. “Data Incident” means unauthorized disclosure or exposure of Customer Data.
	5. “Deliverable” means software, report, or other deliverable created pursuant to a Statement of Work Order.
	6. “DPA” refers to Attachment B, the Data Protection Agreement.
	7. “On-Premise Software” means software Vendor is required to provide pursuant to an On-Premise Software Order. For the avoidance of doubt, On-Premise Software does not include SaaS, though On-Premise Software may interface with SaaS.
	8. “Order” means a document addressing acquisition of a specific set of products or services, on the form attached hereto as Attachment A, executed by authorized representatives of each party. An Order may call for SaaS, On-Premise Software, Professional Services, or any combination of the three. References to Orders include any attachments to those Orders, except where this Agreement specifically addresses attachments separately.
	9. “Professional Services” means professional services that a Statement of Work Order calls on Vendor to provide. For the avoidance of doubt, Professional Services do not include SaaS.
	10. “SaaS” means a software-as-a-service that a Software/SaaS Order calls on Vendor to host (directly or indirectly). For the avoidance of doubt, SaaS does not include Professional Services or On-Premise Software.
	11. “Special Terms” refers to the SaaS Special Terms, the On-Premise Software Special Terms, and/or the Professional Services Special Terms.
	12. “Specifications” refers to such technical and functional specifications for On-Premise Software, SaaS, and/or Deliverables as are included or referenced in an Order.
2. **ORDERS & PAYMENTS.** Each Order is incorporated into and forms a part of this Agreement. No change in the scope of work, fee arrangements, or other provisions of an Order will be effective unless and until each party accepts such change through a written change order. No Order will be construed to amend any other provision of this Agreement.
	1. Products & Services. Vendor shall provide to Customer such On-Premise Software, SaaS, Deliverables, Professional Services, and other products and services as are set forth in each Order.
	2. Compensation. Customer shall pay Vendor such fees as are set forth in each Order. Unless the Order specifically provides otherwise, invoices will be due and payable 45 days from receipt by Customer. Customer will not be required to pay any fees not specifically listed in this Agreement, including without limitation compensation for employee overtime charges.

## Responsibility for Taxes. Vendor is responsible for paying all federal, state, and local income or business taxes, including estimated taxes and any other taxes, charges, fees, additions to tax, interest, and penalties that may be assessed, imposed, or incurred as a result of the fees paid pursuant to this Agreement.

1. **ACCEPTANCE & REJECTION**.
	1. Acceptance. “Acceptance” occurs upon (a) written notice of acceptance of On-Premise Software, SaaS, or Deliverables from Customer or (b) 45 days after Vendor has completed and notified Customer in writing of (as applicable) full installation, implementation, and customization, including completion of related Professional Services, if Customer has not first given written notice of rejection. No On-Premise Software, SaaS, or Deliverable will be deemed accepted until Acceptance. An Order may revise the definition of Acceptance with respect to the On-Premise Software, SaaS, or Deliverables provided pursuant to such Order.
	2. Rejection. Except as set forth in the applicable Order: (a) Customer shall not reject On-Premise Software, SaaS, or Deliverables for any reason other than failure to comply with applicable Specifications; and (b) if Customer rejects On-Premise Software, SaaS, or a Deliverable, Vendor shall promptly repair it so that it meets its Specifications and redeliver it to Customer.
2. **INDEPENDENT CONTRACTOR.**

## Independent Contractor Status; No Benefits. Customer and Vendor acknowledge and agree that Vendor will serve as an independent contractor and that no Vendor employee or contractor will be an employee of Customer. Vendor will be responsible for all employment rights and benefits of Vendor employees, including without limitation: (a) federal, state, and local income and employment taxes and social security contributions; (b) workers’ compensation, health benefits, vacation pay, holiday pay, profit sharing, retirement, pension, disability benefits, and other health and welfare benefits, plans, or programs; and (c) insurance.

## No Agency. Vendor will not have any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of Customer, or to bind Customer in any manner, and shall not make any contrary representation. Without limiting the generality of the foregoing, Vendor will have no right or authority to accept service of legal process on behalf of Customer.

1. **CONFIDENTIALITY.**
	1. Confidential Information. “Confidential Information” refers to the following items one party to this Agreement (“Discloser”) discloses to the other (“Recipient”): (a) any document Discloser marks “confidential”; (b) any information Discloser orally designates as “confidential” at the time of disclosure, provided Discloser confirms such designation in writing within 15 business days; (c) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whether or not marked “confidential.” Customer’s Confidential Information also includes (d) any other nonpublic, sensitive information Vendor/Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser’s valuable trade secrets. Notwithstanding the foregoing, no Deliverable will be considered Confidential Information unless the applicable Statement of Work Order so provides.
	2. Nondisclosure*.* Recipient shall not use Confidential Information for any purpose other than to facilitate the provision of products and services to Customer pursuant to this Agreement. Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access for such purpose and, in the case of Vendor’s employees and contractors, is subject to a nondisclosure agreement with Recipient/Vendor with terms no less restrictive than those of this Agreement; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall 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. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense.
	3. Termination & Return. The obligations of Section 5.2 above (*Nondisclosure*) will terminate 4 years after disclosure of the Confidential Information in question; provided that such obligations related to Confidential Information constituting Discloser’s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
	4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. Discloser will retain all right, title, and interest in and to all Confidential Information.
	5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
		1. *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
		2. *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.
2. **RIGHT TO AUDIT.** Customer may: (A) audit during normal business hours Vendor’s records pertaining to the performance of this Agreement, regardless of the manner or form in which Vendor maintains such records, provided such audit will not unduly interfere with Vendor’s business operations; (B) employ a third party consultant or auditor to assist in such audit; (C) exercise this audit right until one year after termination of this Agreement; and (D) without penalty, withhold any payment for Vendor’s services until Vendor honors any request by Customer to audit Vendor’s records. Vendor may designate any records referenced in the preceding sentence as its Confidential Information and may require that the third party auditor or consultant described in the preceding sentence execute a nondisclosure agreement with terms consistent with those of Article 5 above (*Confidentiality*).
3. **VENDOR’S WARRANTIES.**
	1. Right to Contract & Disclose. Vendor represents and warrants that it has and will have full power and authority to enter into and fully to perform this Agreement, including all Orders, and that no agreement or understanding with any other person or other entity exists or will exist that would interfere with Vendor’s obligations under this Agreement. Vendor further represents and warrants that Vendor’s disclosure of information to Customer in connection with this Agreement will not contravene any obligations of Vendor to a third party.
	2. Preexisting Confidential Information. Vendor represents and warrants that it has, before the Effective Date, maintained confidential and secret any Confidential Information as required by Article 5 above and protected any Customer Data as required by Article 12 above.
	3. Intellectual Property. Vendor represents and warrants that no On-Premise Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Vendor’s employees and contractors. In case the use of any portion of a Deliverable, On-Premise Software, or SaaS is enjoined, Vendor shall, at its own expense: (a) procure for Customer the right to continue use of the Deliverable, On-Premise Software, or SaaS; (b) replace the Deliverable, On-Premise Software, or SaaS with a non-infringing version of comparable functionality; or if Customer consents in writing, (c) issue a full refund of fees paid pursuant to such Order. The preceding sentence does not limit any Customer right to recover fees paid pursuant to other Orders where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.
	4. No Viruses. Vendor represents and warrants that the Deliverables, On-Premise Software, SaaS, and any other software used or provided by Vendor, as well as any media used to distribute or support them, will contain no viruses or other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.
	5. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 7, IN ARTICLES D AND D, OR IN AN ORDER, VENDOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Vendor hereby waives any obligation of Customer under applicable law to hold Vendor harmless against claims of infringement or the like arising out of compliance with Customer specifications.
4. **INDEMNITY.** Vendor shall indemnify, defend, and hold harmless Customer (including its officers, directors, parents, subsidiaries, agents, insurers, successors, assigns, and stockholders) harmless against any claim, suit, or proceeding arising out of, related to, or alleging any of the following (the “Indemnified Claims”): (A) infringement of any patent, copyright, trade secret, or other intellectual property resulting from Customer’s authorized use of any Deliverable, On-Premise Software, or SaaS; (B) a Data Incident; or (C) the injury to or death of any individual, or any loss or damage to real or tangible personal property, caused by Vendor or any of its agents, employees, or contractors during or related to performance pursuant to this Agreement. Vendor’s obligations set forth in the preceding sentence include, without limitation, retention and payment of attorneys and settlement at Vendor’s expense, payment of judgments, or both. Notwithstanding the foregoing, to the extent that a claim, suit, or proceeding arises out of Customer’s breach of this Agreement, it does not constitute an Indemnified Claim. Customer will have the right to approve the terms of any settlement or compromise of an Indemnified Claim that restricts its rights granted under this Agreement or subjects it to any ongoing obligations. Customer has no obligation to indemnify, defend, or hold harmless Vendor, including without limitation for any claim arising out of or related to Vendor’s compliance with specifications provided by Customer.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING, ARISING OUT OF OR RELATED TO THIS AGREEMENT: (A) LOST PROFITS OR LOSS OF BUSINESS OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; OR (B) ANY AMOUNT IN EXCESS OF 2 TIMES THE AGGREGATE FEES PAYABLE (BOTH PAID AND DUE) TO VENDOR PURSUANT TO THIS AGREEMENT AS OF THE DATE OF THE INCIDENT GIVING RISE TO THE LIABILITY, OR IF SUCH INCIDENT OCCURS LESS THAN 1 YEAR AFTER THE EFFECTIVE DATE, 2 TIMES THE ESTIMATED FEES PAYABLE TO VENDOR DURING THE FIRST YEAR OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 9 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY TO BE CHARGED WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE FORESEEABLE. LIABILITIES LIMITED BY THIS ARTICLE 9 INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE. Notwithstanding the foregoing, the Provisions of this Article 9 do not apply to: (1) obligations or liabilities set forth in Article 5 (*Confidential Information*) or 8 (*Indemnity*) of this Agreement; (2) any obligation of either party to pay or reimburse fees or to reimburse expenses, to the extent that this Agreement specifically calls for such payment or reimbursement; or (3) claims for attorney’s fees and other litigation costs either party becomes entitled to recover as a prevailing party in any action.
6. **INSURANCE.** During the term of this Agreement and for one year thereafter, Vendor shall 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; and (B) cyber liability insurance covering \_\_\_\_\_\_\_\_\_\_\_\_, with a limit of at least $\_\_\_\_\_\_\_ per occurrence.
	1. Policies. Vendor shall maintain all such insurance with carriers rated \_\_ or better by \_\_\_\_\_\_\_\_\_\_\_\_\_. The insurance policies required pursuant to this Article 10 will stipulate that they are primary insurance and that no insurance policy or self-insurance program of Customer will be called upon to contribute.
	2. Certificates. Before provision of products or services, and from time to time thereafter upon renewal of any such policy of insurance, Vendor shall provide Customer with certificates of insurance evidencing the above coverages and naming Customer as certificate holder entitled to 30 days’ written notice following any cancellation, reduction, or change in coverage.
7. **TERM & TERMINATION.** The term of this Agreement will continue until terminated as set forth in this Article 11.
	1. Breach. Either party may terminate this Agreement, and Customer may terminate an Order, for the other party’s material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure.
	2. Insolvency. Either party may terminate this Agreement for cause by written notice, without opportunity to cure, in the event that: (a) the other party fails to function as a going concern; (b) a receiver, trustee, or other custodian for the other party or its assets is appointed, applied for, or consented to; (c) the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course; (d) the other party makes an assignment for the benefit of creditors; (e) the other party is liquidated or dissolved; or (f) any proceedings are commenced by or against the other party under any bankruptcy, insolvency, or debtor’s relief law and not dismissed within 60 days.
	3. Convenience. Except to the extent that an Order provides to the contrary, Customer may terminate an Order or this Agreement for any reason or no reason on 90 days’ written notice.
	4. Survival & Data Return. The following provisions of this Agreement will survive any expiration or termination of this Agreement: Articles and Sections 5, 6, 8, 9, 10, 12.1, 12.3 (to the extent, if any, that Vendor retains Customer Data), C.2, E, and G, as well as any provision that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to Customer that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for Customer’s breach of its obligations to pay for such property or rights. Promptly after termination or expiration of an Order or of this Agreement, Vendor shall return to Customer all Customer Data and all other Customer data in such format as Customer may reasonably require and permanently erase all copies thereof; provided the terms of an Order may alter the requirements of this sentence.
8. **DATA MANAGEMENT & SECURITY.** Vendor recognizes and agrees that: (a) Customer Data is valuable property of Customer; (b) Customer Data includes trade secrets of Customer; (c) Customer Data is an original compilation pursuant to United States copyright law; and (d) Customer has dedicated substantial resources to collecting, managing, and compiling Customer Data. Vendor recognizes and agrees that Customer Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. The provisions below of this Article 12 apply only if Vendor receives access to Customer Data. An Order may waive or modify the obligations of this Article 12 with respect to the subject matter of such Order.
	1. Data Addendum. Vendor shall comply with the DPA.
	2. Data Management.
		1. *Access, Use, & Legal Compulsion*. Unless it receives Customer’s prior written consent, Vendor: (i) shall not access, process, or otherwise use Customer Data other than as necessary to perform as required in this Agreement; (ii) shall not give any of its employees access to Customer Data except to the extent that such individual needs access to facilitate the provision of products and services to Customer pursuant to this Agreement and is subject to a reasonable written agreement with Vendor protecting such data, with terms reasonably consistent with those of this Section 12.1 (*Data Management*) and of Section 12.3 (*Data Security*) below; and (iii) shall not give any third party access to Customer Data, including without limitation Vendor’s other customers, except subcontractors subject to Subsection 12.2(d) below. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer’s expense.
		2. *Customer’s Rights*. Customer possesses and retains all right, title, and interest in and to Customer Data, and Vendor’s use and possession thereof is solely on Customer’s behalf. Customer may access and copy any Customer Data in Vendor’s possession at any time, and Vendor shall reasonably facilitate such access and copying promptly after Customer’s request. The parties recognize and agree that Vendor is a bailee for hire with respect to Customer Data.
		3. *Handling, Retention, & Deletion*. In its handling of Customer Data, Vendor shall observe \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including without limitation provisions regarding retention and deletion of Customer Data. Customer may revise either such policy by providing new written versions to Vendor; provided Vendor is not required to accept any such revision without reasonable additional compensation if it materially increases Vendor’s obligations. Except as permitted in such policy, Vendor shall not erase Customer Data, or any copy thereof, without Customer’s prior written consent and shall follow any written instructions from Customer regarding retention and erasure of Customer Data. Unless prohibited by applicable law, Vendor shall purge all systems under its control of all Customer Data at such time as Customer may request. Promptly after erasure, Vendor shall certify such erasure to Customer in writing. In purging or erasing Customer Data as required by this Agreement, Vendor shall leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Vendor shall not transfer Customer Data outside \_\_\_\_\_\_\_\_\_ (the “Approved Region”) without Customer’s prior written consent. Vendor’s obligations set forth in this Subsection (without limitation) apply likewise to Vendor’s successors, including without limitation any trustee in bankruptcy.
		4. *Subcontractors*. Vendor shall not permit any subcontractor to access Customer Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to Customer pursuant to this Agreement and is subject to a written contract with Vendor protecting the data, with terms reasonably consistent with those of this Section 12.1 (*Data Management*) and of Section 12.3 (*Data Security*), specifically including without limitation terms consistent with those of Subsection 12.2(a)(ii) above as applied to subcontractor employees. Vendor shall exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Customer Data. As between Vendor and Customer, Vendor shall pay any fees or costs related to each subcontractor’s compliance with such terms, including without limitation terms in Section 12.3 (*Data Security*) below governing audits and inspections.
		5. *Applicable Law*. Vendor shall comply with all applicable laws and regulations governing the handling of Customer Data and shall not engage in any activity related to Customer Data that would place Customer in violation of any applicable law or regulation.
	3. Data Security. In addition to the requirements below of this Section 12.3, Vendor shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer Data and shall observe any data security procedures set forth in the applicable Order.
		1. *DataSec Program*. Vendor shall maintain, implement, and comply with a written data security program (the “DataSec Program”) that requires commercially reasonable policies and procedures to ensure compliance with this Section 12.3 and with Section 12.1 above (*Data Management*). The DataSec Program’s policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Customer Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Customer Data; (iii) access restrictions at physical locations containing Customer Data; (iv) encryption of electronic Customer Data; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Customer Data. Vendor shall review the DataSec Program and all other Customer Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.
		2. *Employee Background Checks*. Vendor shall not allow any of its employees or subcontractor personnel to access Customer Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. (A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.
		3. *Audits & Testing*.
			1. Vendor shall retain a certified public accounting firm to perform an annual audit of the Services’ data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the “AICPA”). The most current report will be due to Customer within \_\_\_ business days of the Effective Date and thereafter annually within 15 business days of Vendor’s receipt from the audit firm. If the AICPA revises its relevant reporting standards, Vendor shall provide the report that then most closely resembles a SOC 2 Type II report. In addition, Vendor shall annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.
			2. If requested by Customer, Vendor shall, on a quarterly basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by Customer on systems storing or processing Customer Data and on Vendor policies and procedures relating to the foregoing; and (B) permit unannounced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided vendor is not required to permit any review or inspection that may compromise the security of Vendor’s other customers or of their data.
			3. Any report or other result generated through the tests or audits required by this Subsection 12.3(c) will be Vendor’s Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Vendor’s performance of the Services, Vendor shall exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.
		4. *Data Incidents*. Vendor shall implement and maintain a program for managing actual or suspected Data Incidents. In the event of a Data Incident, or in the event that Vendor suspects a Data Incident, Vendor shall (i) promptly notify Customer by telephone or in person and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Incident, including without limitation by providing reasonable assistance to Customer in notifying injured third parties. In addition, Vendor shall provide 1 year of credit monitoring service to any affected individual, unless the Data Incident resulted from Customer’s act or omission. Vendor shall give Customer prompt access to such records related to a Data Incident as Customer may reasonably request; provided such records will be Vendor’s Confidential Information, and Vendor will not be required to provide Customer with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection 12.3(d) do not limit Customer’s other rights or remedies, if any, resulting from a Data Incident.
9. **MISCELLANEOUS.**

## Non-Exclusive Agreement**.** Customer acknowledges that Vendor may engage in other business activities during the term of this Agreement and may be employed or retained by others. Vendor acknowledges that Customer enters into similar agreements with parties other than Vendor for products and services the same as or similar to those Vendor provides. Customer from time to time may employ other parties, including without limitation Vendor’s competitors, to assist with projects set forth in this Agreement or similar projects.

## No Publicity. Vendor shall not: (a) use Customer’s name or trademarks (including the names or trademarks of Customer’s subsidiaries, affiliates, divisions, or products) in any form of publicity; or (b) release to the public any information relating to the products or services provided to Customer under this Agreement, or to otherwise disclose or advertise that Vendor has entered into this Agreement, except with Customer’s prior written approval.

* 1. Injunction. The parties agree that: (a) no adequate remedy exists at law if Vendor breaches Article 5 (*Confidentiality*) or 12 (*Data Management & Security*); (b) it would be difficult to determine the damages resulting from such breach, and any such breach would cause Customer irreparable harm; and (c) a grant of injunctive relieve provides the best remedy for any such breach. Vendor waives any opposition to such injunctive relief, as well as any demand that Customer prove actual damage or post a bond or other security. (This Section 13.3 does not limit either party’s rights to injunctive relief from breaches not listed.)
	2. Return of Property. Upon Customer’s request or upon termination of an Order, Vendor shall return to Customer all Customer property placed in Vendor’s possession or control pursuant to such Order.
	3. 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 by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
	4. Notices. Notices pursuant to this Agreement will be sent to the addresses below and will be deemed received upon the earlier of (a) actual receipt or (b) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested.

 Notices to Customer shall be addressed to:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_

 Notices to Vendor shall be addressed to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_

Either party may revise its address for notices by notice given pursuant to this Section 13.6.

* 1. Interpretation. This Agreement will be construed as a whole according to the fair meaning of its language and, regardless of who is responsible for its original drafting, will not be construed for or against either party. The following order of precedence will apply to any conflict among the documents included in this Agreement, with lower numbers governing over higher ones: (1) these General Terms & Conditions; (2) any Special Terms; (3) any other attachment, except an Order; (4) any Order, with more recent Orders taking precedence over later ones. However, the DPA governs when in conflict with any other part of this Agreement to the extent required by applicable law. No Order, including without limitation those executed after these General Terms & Conditions, will be construed to amend any other provision of this Agreement.
	2. Severability. If a court of competent jurisdiction rules that a provision of this Agreement is unenforceable, such provision will be deemed modified to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will continue in full force and affect.
	3. Governing Law. This Agreement and all claims arising out of or related to this Agreement will be governed solely by the internal laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties’ rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of \_\_\_\_\_\_\_\_\_\_ [city or county], \_\_\_\_\_\_\_\_\_ [state]. This Section 13.9 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
	4. Assignment. Vendor shall not assign this Agreement or any of its rights or obligations hereunder without Customer’s prior written consent. Subject to the preceding sentence, this Agreement will inure to the benefit of the parties’ successors and assigns.
	5. Entire Agreement; Modification. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

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

VENDOR CUSTOMER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**SAAS SPECIAL TERMS**

These SaaS Special Terms apply only if the parties execute a SaaS Order.

1. **SUBSCRIPTION & SaaS ORDERS.** Customer’s rights to SaaS are set forth in the applicable SaaS Order. If such Order does not list such license or rights, Vendor hereby grants Customer a subscription to access and use the SaaS. The subscription in the preceding sentence grant rights no less than is consistent with the goals and requirements of the SaaS Order.
2. **SERVICE LEVELS & MAINTENANCE.** Except to the extent that an Order provides to the contrary:
	1. SLA. During the term of this Agreement, Vendor shall maintain the SaaS so that it performs according to its Specifications during 99.999% of each calendar month.
	2. Updated SaaS: Vendor shall ensure that SaaS receives all updates and upgrades Vendor provides to its customers generally.
3. **TIMING OF SAAS SUBSCRIPTIONS**. Notwithstanding any provision of an Order to the contrary, no fees for SaaS will accrue before Go-Live (as defined below), and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. This Article C limits the potential periods of SaaS subscriptions and will not be construed to extend or otherwise define such periods. “Go-Live” refers to the earlier of Acceptance of SaaS or Customer’s first use of SaaS in production, other than a beta use or test.
4. **FUNCTIONALITY & RELATED WARRANTIES.** Except to the extent that a SaaS Order provides to the contrary:
	1. SaaS Warranties. Vendor warrants that the SaaS will materially conform to its Specifications. The preceding sentence: (a) does not limit any Customer right to recover fees paid pursuant to other Orders where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection B.1 above or in a SaaS Order.
	2. Supporting Services. Vendor represents and warrants that it will provide any service that supports SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

**ON-PREMISE SOFTWARE SPECIAL TERMS**

These On-Premise Software Special Terms apply only if the parties execute an On-Premise Software Order.

1. **LICENSE AND ON-PREMISE SOFTWARE ORDERS.** Customer’s license to On-Premise Software is set forth in the applicable On-Premise Software Order. If such Order does not list such license, Vendor hereby grants Customer a license to reproduce, modify, and otherwise use the On-Premise Software, under Vendor’s copyrights and other intellectual property rights. The license in the preceding sentence grant rights no less than is consistent with the goals and requirements of the On-Premise Software Order.
2. **MAINTENANCE.** Except to the extent that an On-Premise Software Order provides to the contrary:
	1. Maintenance. During the term of this Agreement, Vendor shall maintain the On-Premise Software and SaaS so that they perform in material compliance with their Specifications.
	2. Updates & Upgrades. During the term of this Agreement, Vendor shall provide Customer with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, “Upgrades”), without additional charge, promptly after commercial release. Upon delivery to Customer, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software.
3. **TIMING OF MAINTENANCE FEES**. Notwithstanding any provision of an Order to the contrary: (A) no fees for maintenance of On-Premise Software, including without limitation for Upgrades (as defined in Subsection B.2 above), will accrue before Go-Live (as defined below); and (B) no period before Go-Live will be counted against the time covered by any maintenance period. This Article C limits the potential periods of maintenance and will not be construed to extend or otherwise define such periods. “Go-Live” refers to the earlier of Acceptance of the On-Premise Software or Customer’s first use of the On-Premise Software, other than a beta use or test.
4. **FUNCTIONALITY & RELATED WARRANTIES.** Except to the extent that an Order provides to the contrary:
	1. On-Premise Software Warranties. Vendor represents and warrants that the On-Premise Software will materially conform to its Specifications for 1 year following Acceptance. In the event of breach of the warranty in this Section D.1 (and without limiting any other right or remedy of Customer), Vendor shall promptly repair the On-Premise Software or replace it with software of substantially similar functionality, or if the foregoing fails after reasonable efforts and Customer so requests, refund all fees paid pursuant to this Agreement for such On-Premise Software. The preceding sentence: (a) does not limit any Customer right to recover fees paid pursuant to other Orders where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any maintenance commitments set forth elsewhere in this Agreement, including without limitation in an Order.
	2. Supporting Services. Vendor represents and warrants that it will provide any service that supports On-Premise Software, including without limitation maintenance services, in a professional and workmanlike manner.
5. **BANKRUPTCY RIGHTS FOR ON-PREMISE SOFTWARE.** The rights granted to Customer in Article A (*License & On-Premise Software Orders*) is a license to “intellectual property” rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101, et seq.). If Vendor is subject to any proceeding under the United States Bankruptcy Code, and Vendor as debtor in possession or its trustee in bankruptcy rejects this Agreement, Customer may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under Article A to the maximum extent permitted by law. This Article E will not be construed to limit or restrict any right or remedy not set forth in this Agreement, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions. The provisions of this Article E will survive any termination or expiration of this Agreement.

**PROFESSIONAL SERVICES SPECIAL TERMS**

These Professional Services Special Terms apply only if the parties execute a Statement of Work Order.

1. **PROJECT MANAGERS.** In its performance of Professional Services, Vendor shall report to Customer’s Project Manager (as defined below) or his or her designee. Vendor shall ensure that its Project Manager is available to meet with Customer’s Project Manager or designee at such times as Customer may reasonably request. (Each party’s “Project Manager” is the person so listed in the relevant Statement of Work Order or such replacement as the party may designate in writing.)
2. **REIMBURSABLE EXPENSES.** Except to the extent that a Statement of Work Order specifically provides to the contrary: (A) Customer shall reimburse Vendor for reasonable out-of-pocket expenses incurred by Vendor employees and contractors involved in provision of the Professional Services, provided Customer specifically authorized each expense or range of expense in advance in writing; (B) Vendor shall invoice Customer monthly for any travel, meal, and other expenses at cost and shall provide Customer with receipts for all expenses more than $\_\_; (C) Customer will not be required to reimburse Vendor for any air travel other than coach (or its cost equivalent class); and (D) Vendor shall provide, at its sole cost and expense, all equipment required for it to provide the Professional Services.
3. **DELIVERABLES.** Except to the extent that a Statement of Work Order specifically provides to the contrary:
	1. Deliverables that Become On-Premise Software or SaaS*.* If this Agreement calls for SaaS or On-Premise Software, a Statement of Work Order may provide that a Deliverable becomes part of such On-Premise Software or the SaaS. In such case, the Deliverable will become part of the On-Premise Software or SaaS upon Acceptance, and from that point such Deliverable will be subject to the intellectual property rights, warranties, and other terms related to such On-Premise Software or SaaS in this Agreement, including without limitation in applicable Orders.
	2. Other Deliverables; License. If a Deliverable does not become part of the On-Premise Software or SaaS pursuant to Section C.1 above, Vendor hereby grants Customer a nonexclusive, perpetual, irrevocable, fully-paid, royalty-free, worldwide license to reproduce, create derivative works from, publicly display, publicly perform, make, have made, import, and use each Deliverable, with the right to sublicense each and every such right. Vendor also forever waives and agrees never to assert any “moral rights” (no matter how designated) with respect to any Deliverable referenced in the preceding sentence against Customer or its licensees, even after termination of this Agreement.
4. **SERVICE & DELIVERABLES WARRANTIES**. Vendor represents and warrants that: (a) the Professional Services will be provided in a workmanlike manner and with the highest professional standards and practices; (b) each technology Deliverable will perform according to its Specifications for a period of 1 year following Acceptance, or for such other period as is set forth in the relevant Statement of Work Order; and (c) Vendor shall comply with all applicable federal, state, and local laws, rules, and regulation in connection with the performance of the Professional Services, including without limitation laws, rules, and regulations governing discrimination in contracting and employment. Without limiting any remedies of Customer, Vendor shall promptly repair or replace any Deliverable involved in a breach of the warranty in Section D(b) above.
5. **NONSOLICITATION.** During the term of this Agreement and for 1 year after termination, Vendor shall not solicit any of Customer’s employees involved in Professional Services to consider alternate employment. For the avoidance of doubt, the preceding sentence does not forbid a solicitation to the general public. For each employee who quits as a result of breach of this Article E, the soliciting party Vendor shall pay Customer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as liquidated damages. The parties agree that the damages set forth in the preceding sentence are liquidated damages and not penalties and that they are reasonable in light of the harm that would be caused by breach, the difficulties of proof of loss, and the inconvenience and infeasibility of otherwise obtaining an adequate remedy.
6. **VENDOR’S PERSONNEL.** Vendor shall assign personnel of such skill levels as is necessary to perform Professional Services. Vendor shall replace any person providing Professional Services as soon as reasonably practicable, not to exceed 10 business days, after Customer indicates dissatisfaction with such person in writing, which Customer may do for any reason that does not violate applicable law, in its sole discretion.
7. **INSURANCE.** During the term of this Agreement and for one year thereafter, Vendor shall maintain in full force and effect: (A) business automobile liability insurance for all vehicles, including those owned or rented by Vendor or its employees, covering personal injury and property damage, with a limit of at least $\_\_\_\_\_\_\_ per occurrence; and (B) worker’s compensation and employer’s liability insurance as required by statute in each jurisdiction in which Vendor provides Professional Services. Vendor shall comply with the requirements listed in Subsections **10.1 and 10.2 above with respect to the coverages listed in this Article G**.
8. **BANKRUPTCY RIGHTS FOR DELIVERABLES.** The rights granted to Customer in Article C (*Deliverables*) are licenses to “intellectual property” rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101, et seq.). If Vendor is subject to any proceeding under the United States Bankruptcy Code, and Vendor as debtor in possession or its trustee in bankruptcy rejects this Agreement, Customer may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under Article C to the maximum extent permitted by law. This Article H will not be construed to limit or restrict any right or remedy not set forth in this Agreement, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions. The provisions of this Article H will survive any termination or expiration of this Agreement.

**Attachment A
To Information Technology Master Agreement**

**ORDER FORM**

ORDER NUMBER \_\_\_\_

Name of Technology or Project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Order Number \_\_ (this “Order”) is entered into pursuant to the Information Technology Master Agreement with Effective Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Agreement”).

Capitalized terms not defined in this Order will have the meanings given in Parts I, II, and III of the Agreement (including use of “Vendor” for \_\_\_\_\_\_\_\_\_\_).

This Order is incorporated into the Agreement. In the event of any conflict with this Order, the General Terms & Conditions and any Special Terms will govern. The provisions of this Order govern only the subject matter hereof and not any other subject matter covered by the Agreement.

This Order includes the following attachments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [List any attached SLA, maintenance plan, or other document. Delete this sentence/paragraph if none.] In the event of a conflict with an attachment to this Order, this main body of this Order will govern.

I. *Type of Order*. This Order is a: [Check one or more of the following, or simply delete those not chosen.]

\_\_ SaaS Order – software-as-a-service

\_\_ On-Premise Software Order – on-premise software

\_\_ Statement of Work Order – professional services

II. *Vendor’s Products/Services & Specifications*. [Describe the SaaS, On-Premise Software, or Professional Services. For Professional Services, list any Deliverables or deadlines. For On-Premise Software, SaaS, and Deliverables, list Specifications.]

III. *Fees*.

IV. *Maintenance and/or SLA*. [Insert any maintenance plan for On-Premise Software, including updates/upgrades, or an SLA for SaaS. Insert “N/A” if not applicable.]

V. *Project Manager(s)*. The following will serve as the parties’ Project Managers. [Insert “N/A” if not applicable.]

VI. *Additional Provisions*. [Address delivery place and time, training, and any other terms not covered above. Insert “N/A” if not applicable.]

VII. *Term*. [Insert the term of the Order, or “perpetual” or “indefinite” as applicable, as well as any provisions related to duration.]

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

VENDOR CUSTOMER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Attachment B
To Information Technology Master Agreement**

**DATA PROCESSING AGREEMENT**

***[INSERT]***