

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the “Agreement” or “MPSA”) is entered into on the Effective Date by and between Gradient Leadership Solutions, LLC of Mansfield, Texas, a private entity operating under the laws of the State of Texas, USA (the “Company” or “Gradient”), and the City of Farmers Branch, Texas (the “Client”). Company and Client may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Client intends to retain Company to perform stated services and produce stated work product and Company intends to perform stated services and produce stated work product for Client;

WHEREAS, Company intends to maintain sole ownership and intellectual property rights in services performed and work product produced for Client under this MPSA, and Client intends to use and reproduce the work product produced by Company under this MPSA; and

WHEREAS, both Parties expect to disclose and receive confidential information with the other Party under this MPSA;

NOW THEREFORE, for good and valuable consideration including without limitation all rights and obligations under this MPSA, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. STRUCTURE & SCOPE

1.1 Master Agreement. Unless otherwise expressly stated in an individual Work Authorization, the terms and conditions of this MPSA are the default terms and conditions applicable to all services performed and work product produced by Company in the performance of a Work Authorization on behalf of the Client.

1.2 Work Authorization(s). From time to time pursuant to this MPSA, Company and Client may execute a subordinate agreement substantially in the form of Exhibit A (the “Work Authorization”), detailing without limitation, the terms and conditions under which Company is engaged to perform services and to product work product on behalf of the Client. Each individual Work Authorization is incorporated with and forms a discrete agreement together with the MPSA. There is no limit to the total number of Work Authorizations the Parties may execute under this MPSA. Multiple Work Authorizations may coexist under this MPSA. Any term or condition of an individual Work Authorization that modifies a term or condition of the MPSA, applies only to that individual Work Authorization and no other.

1.3 Products & Services. Client hereby retains Company under this MPSA based on Company’s demonstrated competence and requisite qualifications to perform services and produce work product substantially of the type defined in the Company website¹ (the “Products and Services”) and as called for in each Work Authorization. Company is not a public accounting firm. Company Products and Services do not constitute a formal audit,

¹ Gradient Solutions Corporation website <https://www.gogradient.com/>. Gradient Solutions Corporation is licensed and regulated by the Texas Private Security Bureau, P.O. 4087, Austin, TX 78773, phone (512) 424-7293. Company License #A14770801, 460 Turner Warnell Road Mansfield, TX 76063, phone (817) 614-6329.

compilation, review, attestation service, or fraud examination, and do not entail assessments of the capabilities or performance of Client's employees.

1.4 Performance by Company. Company hereby covenants and agrees to perform agreed upon Work Authorizations in a professional manner in accordance with applicable laws and industry standards relevant to the Products and Services called for and defined in Section 1.3.

2. RELATIONSHIP & RESPONSIBILITIES

2.1 Independent Contractor. Company and all associated persons including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by Company (the "Company Representative(s)"), are and operate as, an independent contractor(s) to Client under this MPSA and all Work Authorizations. Nothing in this MPSA or in any Work Authorization is to be construed as establishing an employment, agency, joint venturer, or partner, relationship between Client and Company or with any Company Representative.

- (a) Representations to Third Parties. Under no circumstances will Company represent to any third party that Company's relationship with the Client is anything but that of an independent contractor.
- (b) Authority. Company has no authority to: (i) speak on behalf of the Client; or (ii) make management or business decisions for the Client; or (iii) represent or bind the Client in a contract, negotiation, subpoena, or any other scenario or official proceeding.
- (c) Cooperation with Client. Company will provide Products and Services specified in a Work Authorization in good faith cooperation with the Client wishes, but Company will determine, in Company's sole discretion, the manner and means in which Company performs or provides Products and Services as an independent contractor subject to compliance with applicable laws and regulations. Company will make good faith efforts to comply with Client requests for specific individuals to work on any one or more Work Authorization from among the Company Representatives.

2.2 Taxes and Benefits. Company will report all compensation received from Client pursuant to this MPSA as self-employment income for tax purposes. Company will indemnify Client and hold Client harmless from and against all claims, damages, losses, costs, and expenses, including without limitation, reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on Client to pay withholding taxes, social security, unemployment, disability insurance, or similar items in connection with compensation received by Company under this MPSA. Company is not entitled to paid vacation, sick leave, or participation in any benefit plans, arrangements, or distributions by Client pertaining to bonus, stock option, profit sharing, insurance, or similar benefits otherwise available to an employee of Client.

2.3 Liability Insurance. Company will maintain (at its sole expense) or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. Company will provide a certificate of insurance evidencing such coverage upon request by Client.

2.4 Client Role & Responsibilities.

- (a) Authority. Neither the Client nor any associated persons under Client's control, including without limitation, employees, board members, contractors, sub-contractors, interns, and volunteers, whether engaged full time or part-time by Client (the "Client Representative(s)"), has the right or authority to direct or control the manner or means in which the Company performs or provides Products and Services as an independent contractor under this MPSA or any Work Authorization.
- (b) Deliverables. Client will promptly acknowledge and accept deliverables that objectively conform to the requirements of a Work Authorization. Client shall have thirty (30) calendar days from receipt of any deliverable to notify Company in writing of any non-conformance of a deliverable and engage with Company to clarify the non-compliance and agree on a timeline to correct the non-compliance involving no less than ten (10) days. Work Authorization deliverables are nevertheless considered acknowledged and accepted by the Client where the Client fails to timely notify Company of non-compliance in writing or unreasonably delays acknowledgment of accepting a deliverable.
- (c) Client Data & File Sharing. Client consents to Company's commercially reasonable and compliant use of: (i) secure Internet communications and file transfer protocols and tools; (ii) secure cloud-based storage methods, tools, and facilities, for temporary storage and sharing of Client data and electronic files; and (iii) secure commercially available software, tools, protocols, and platforms, to (1) communicate and collaborate among Company/Client Representatives; (2) collect, analyze, duplicate, manipulate, and temporarily store Client data and Company work product; (3) monitor and control Client and Company access to Client data and Company work product, by way of a secure Company portal based on a third party software provider portal platform that may include a third party software platform provider's requirement that Client execute a client portal access agreement prior to using the software platform on which the Company portal resides; during the term of this MPSA and any Work Authorization. Company is not a direct portal host for Client-provided data or electronic files. Company may delete Client-provided data and electronic files from the Company portal at any time without notice. Client is responsible for maintaining separate copies of all Client-provided data and electronic files provided to Company.
- (d) Compliance & Reporting. Client is solely responsible for its own data and documentation retention policy, implementation, and reporting obligations.

2.5 Non-Solicitation. During the term of this MPSA and for a period of six (6) months thereafter, neither Party will directly or indirectly target an employment or contractor engagement with any of the other Party's employees or contractors, whether for the soliciting Party's own benefit or for that of any third-party person or entity, without prior written agreement between the Parties. A generic public job posting is not deemed a targeted solicitation.

3. TERM & TERMINATION

3.1 MPSA Term. This MPSA commences on the Effective Date. The MPSA expires three (3) years from the Effective Date or as soon thereafter as the last of any active Work Authorization is complete, expires, or is terminated, unless the MPSA is terminated earlier by either Party (the "MPSA Term"). The Parties may mutually agree in writing to renew this MPSA for additional one-year terms.

3.2 Termination for Breach.

- (a) MPSA Breach. Either Party may terminate this MPSA if the other Party breaches a material term of the MPSA and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating the MPSA for a material breach immediately terminates all active Work Authorizations.
- (b) Work Authorization Breach. Either Party may terminate an individual Work Authorization if the other Party breaches a material term of the individual Work Authorization and fails to cure the breach within ten (10) days following written Notice of the breach by the non-breaching Party. Terminating a Work Authorization for a material breach only terminates that individual Work Authorization.

3.3 Termination for Convenience. Either Party may terminate an individual Work Authorization, or the MPSA along with all active Work Authorizations, at any time for any reason or for no reason, by giving at least ninety (90) days written Notice to the other Party.

3.4 Effect of Expiration or Any Type of Termination.

- (a) License Termination. Upon expiration or termination of a Work Authorization or of the MPSA along with all active Work Authorizations, related licenses granted between the Parties also terminate.
- (b) Undisputed Compensation. Within thirty (30) days of expiration or any type of termination of a Work Authorization or this MPSA (except for termination pursuant to Section 3.2 for breach by Company), Client will pay Company all undisputed amounts due and payable under any Work Authorization performed in whole or in part prior to the expiration or termination effective date. Disputed amounts are payable to Company within thirty (30) days following resolution of the dispute.
- (c) Return of Confidential Information. Upon the expiration or any type of termination of a Work Authorization or of the MPSA along with all active Work Authorizations, both Parties will promptly return relevant Confidential Information to the other Party, at each Party's own expense and in accordance with the receiving Party's reasonable instructions.

3.5 Survival. The provisions of Sections 2.5, 3.4, 5, 6, 8, 9, and 10 survive the expiration or any termination of this MPSA and any Work Authorization.

3.6 Remedy. Client acknowledges and agrees that in the event of any breach of this MPSA or a Work Authorization, Company may be irreparably and immediately harmed and may not be made whole by monetary damages, which would be difficult to ascertain. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, Company is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, and Client further agrees to waive – to the extent permitted by law – any requirement for the securing or posting of any bond in connection with such remedy. The remedy is not the exclusive remedy for Client's breach of this MPSA but is in addition to all other remedies available at law or equity to Company. Client agrees to reimburse Company for reasonable

attorneys' fees, court costs, and expenses, including attorneys' fees incurred pursuing enforcement of obligations under this MPSA if Company prevails in obtaining the relief sought.

4. COMPENSATION & EXPENSES

4.1 Compensation. Client will compensate Company within thirty (30) days of Company delivering the Products and Services specified in each Work Authorization. Client's acknowledgement and payment of Company's satisfactory Work Authorization performance will not be unreasonably delayed or withheld, whether the performance is a final completion of or an agreed upon milestone of, the Work Authorization.

4.2 Expenses. Company receives reimbursement for reasonable, ordinary, and necessary business expenses incurred in the performance of each Work Authorization, including direct supplies, printing, and duplication costs, established U.S. Government per diem rates² for travel, parking, tolls, lodging, meals, and incidental expenses, and established IRS published rates for mileage.³

4.3 Taxes. Compensation quoted in a Work Authorization does not include taxes. Company will invoice the Client and provide supporting documentation for any applicable sales, use, excise, value add, or other relevant local, state, or federal tax associated with Company's performance of a Work Authorization, excluding taxes on Company's income.

4.4 Invoicing. Company will invoice the Client on or about the last non-holiday working day of each month for performance and expenses occurring that month for a given Work Authorization. Invoices will include supporting documentation and details of each invoice line item. Invoice payment terms are net thirty (30) days.

4.5 Invoice Disputes. Client will timely pay undisputed portions of an invoice, and promptly provide written Notice to Company of any disputed remainder. The Parties will proceed in good faith to promptly resolve disputed invoice amounts. Absent resolution in thirty (30) days from Notice by Client, Company may suspend performance of the relevant Work Authorization, without limitation or waiver of any other right or remedy available under this MPSA or at law.

5. CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" for either Party means and includes without limitation, in any tangible or intangible form, the communications, data, information, knowledge, materials, and the like, of one Party that is directly or indirectly disclosed to or is otherwise encountered by the other Party in connection with Innovations, or the performance or content of this MPSA or any Work Authorization. Confidential Information does not include Confidential Information of one Party that the other Party can demonstrate: (i) is or becomes part of the public domain through no direct or indirect action, fault, or omission of the other Party; (ii) was in the other Party's lawful possession prior to the subject disclosure; (iii) was lawfully disclosed to the other Party by a third party without restriction on disclosure; (iv) was independently developed by the other Party without use of or reference to the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided the other Party

² U.S. General Services Administration (GSA) per diem rates by year and location <https://www.gsa.gov/travel/plan-book/per-diem-rates>

³ Internal Revenue Service (IRS) Standard Mileage Rate per year <https://www.irs.gov/tax-professionals/standard-mileage-rates>

gives prompt written notice of such requirement to permit the one Party to seek a protective order or other appropriate relief.

5.2 Confidentiality. At all times during and after termination or expiration of this MPSA and any Work Authorization, and to the fullest extent permitted by law, both Parties will take commercially reasonable actions to hold, and to require their respective Company/Client Representatives to hold, the other Party's Confidential Information in strict confidence, and to not use or allow third-party access to the other Party's Confidential Information for any reason, except as allowed by: (i) applicable law; (ii) this MPSA or an individual Work Authorization; or (iii) express written permission from an authorized representative of the other Party. Nothing in this Section 5 or otherwise in this MPSA or any Work Authorization will limit or restrict in any way either Party's immunity from liability for disclosing the other Party's trade secrets as specifically permitted by 18 U.S.C. § 1833⁴ or equivalent statute in another jurisdiction. Notwithstanding the foregoing, the Parties acknowledge that Client is subject to the Texas Public Information Act. As such, nothing in this Agreement shall prevent Client from disclosing information that is determined to be public information under applicable law.

6. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of Intellectual Property. Company retains exclusive ownership and holds all right, title, and interest in and to all Innovations, including without limitation, all available worldwide rights in patent disclosures, provisional patent filings, filed and unfiled patent applications, as well as copyright rights, Moral Rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein (collectively, "Intellectual Property Rights") relating to Products and Services under this MPSA and any Work Authorization. Client agrees that whether any Innovation(s) might otherwise legally be deemed works made for hire, all Innovations and Intellectual Property Rights are the sole and exclusive property of Company.

6.2 Ownership & License of Client Data. Client retains ownership of all raw data and information provided to Company under a Work Authorization. Client hereby grants Company a non-exclusive, non-transferable license to use, manipulate, and reproduce raw data and information provided by Client under a Work Authorization solely in connection with the deliverables of a Work Authorization.

6.3 License to Client. Company hereby grants Client a non-exclusive, non-transferable, license to use and reproduce Company work product during the term of a Work Authorization under which the work product was produced.

6.4 Innovations. "Innovations" mean without limitation, all technical advancements, analysis, applications, algorithms, byproducts, combinations, discoveries, displays, encodings, enhancements, ideas, improvements,

⁴ The Defend Trade Secrets Act, 18 U.S.C. § 1833 (<https://uscode.house.gov/>) provides:

(b)(1) Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing. 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.

(b)(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.

insights, inventions, know-how, outcomes, processes, results, systems, techniques, technology uses, test results, and the like, whether in tangible or intangible form, that Company: (i) utilized, made, conceived, developed, or reduced to practice, alone or jointly with Client or other third party, in the course of providing Products and Services under this MPSA; and (ii) were utilized, made, conceived, developed, or reduced to practice, actually or demonstrably, prior to the Effective Date of this MPSA in preparation for or in anticipation of a Work Authorization under this MPSA; whether any Innovation(s) are eligible for Intellectual Property Rights or other legal protection.

6.5 Moral Rights. Client hereby irrevocably transfers and assigns to Company and agrees to irrevocably transfer and assign to Company in the future, and waives and agrees never to assert, any and all Moral Rights that Client may have in or with respect to any Innovation, during and after the term of this MPSA (the “Moral Rights”). Moral Rights mean any legal right to claim authorship of an Innovation, to object to or prevent the modification or destruction of an Innovation, to withdraw from circulation or control the publication or distribution of any Innovation, and any similar right, existing under judicial or statutory law of any jurisdiction in the world, or under any treaty, whether or not such a right is identified as or referred to as a “moral right.”

6.6 Related Rights. To the extent Company owns or controls, presently or in the future, any patent rights, copyright rights, mask work rights, trade secret rights, or other intellectual property or proprietary rights that block or interfere with the rights granted to Client under this MPSA (collectively, “Related Rights”), Company hereby grants or shall cause to be granted to Client a limited, non-exclusive, revocable, non-transferable, license to use work product covered by the Related Rights to the extent necessary for Client to exercise rights expressly granted under this MPSA.

7. REPRESENTATIONS & WARRANTIES

7.1 Conflicting Obligations and Commitments. Company represents and warrants that it has no pre-existing obligations or commitments, and will not undertake future obligations or commitments, that conflict with or are inconsistent with providing full performance of obligations and commitments to the Client under this MPSA and any Work Authorizations. Company will use best judgment in the need to notify the Client of potential conflicts of interest prior to any undertaking by Company during the MPSA Term.

7.2 Third Party Products & Services. Company cannot and does not warrant products or services from any third party that is not a Company Representative.

7.3 Compliance & Non-Infringement. Company represents and warrants that: (i) Company performance under this MPSA is and will be in compliance with applicable public laws and voluntary guidelines established by comparable firms in the industry operating in the United States; and (ii) Company’s Innovations or its Products and Services, do not knowingly infringe or otherwise misappropriate or violate the rights of any third party, including without limitation, third party Intellectual Property Rights or third party rights of privacy or publicity.

7.4 Disclaimer. THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND COMPANY HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION

8.1 Indemnification. Company shall indemnify, defend, and hold harmless Client from and against any and all losses, liabilities, damages, claims, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any negligent act, error, or omission of Company; (ii) any data breach or loss of Client data while in Company's possession; (iii) infringement or alleged infringement of any third-party intellectual property rights by the deliverables or by Client's compliant use or reliance on deliverables that have not been modified by Client.

9. LIMITATION OF LIABILITY

9.1 Release. COMPANY IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF COMPANY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Limitation. Company's liability, in contract, tort (including negligence), or any other legal or equitable theory will not exceed the sum of fees paid and fees due by Client under this MPSA and any Work Authorization. Notwithstanding the foregoing, the limitations of liability set forth herein shall not apply to damages arising from (i) gross negligence or willful misconduct; or (ii) bodily injury, death, or damage to tangible property caused by the Company.

10. GENERAL PROVISIONS

10.1 No Election of Remedies. Any exercise of a remedy by Company under this MPSA shall be without prejudice to other remedies available under this MPSA or that are otherwise available at law or in equity. Any election by Company to terminate this MPSA or any individual Work Authorization will not be deemed an election of remedies, and all other remedies available under this MPSA or that are otherwise available at law or in equity, survive the termination.

10.2 Assignment. Neither Party may assign or transfer any rights or delegate any obligations under this MPSA, in whole or in part, without the other Party's express prior written consent. Any attempted assignment, transfer, or delegation, without such consent, is void. Subject to the foregoing, this MPSA and all Work Authorizations are binding upon and will inure to the benefit of the Parties' permitted successors and assigns.

10.3 Equitable Remedies. Each party shall have the right to enforce this MPSA by injunction, specific performance, or other equitable relief, without having to post a bond or other consideration, further to other remedies the non-breaching party may have for breach of this MPSA and any Work Authorization.

10.4 Attorneys' Fees. Unless otherwise stated, any action taken that is necessary to enforce a Party's rights under this MPSA or any Work Authorization, the substantially prevailing Party is entitled to reasonable attorneys' fees, costs, and expenses, in addition to any other relief the prevailing Party is entitled.

10.5 Governing Law. The validity, construction, and performance of this MPSA and each Work Authorization is governed by and must be construed in accordance with the laws of the State of Texas, excluding that body of law pertaining to conflict of laws. For any claim or dispute arising under this MPSA the Parties hereby consent

to the exclusive jurisdiction, forum, and venue of the state courts of Dallas County, Texas, USA, and the federal courts in Dallas, Texas, USA.

10.6 Dispute Resolution. Any matters relating to the performance, interpretation, application, or enforcement of this MPSA that cannot be privately resolved by the Parties within forty-five (45) days of a dispute being identified, including but not limited to breach thereof, will be promptly referred at equally shared-cost of the Parties, to a mutually agreeable mediator, or otherwise to mediation in metropolitan Dallas, Texas, USA conducted by and in accordance with the rules of the American Arbitration Association,⁵ before and as a condition precedent to, either Party initiating any adjudicative action. This condition does not apply where temporary injunctive relief is sought before a court of competent jurisdiction with the moving Party bearing related fees and expenses. Any matter that is addressed but not resolved to the satisfaction of either Party within sixty (60) days of the start of mediation may be pursued in an adjudicative action by either unsatisfied Party. Notwithstanding the foregoing, either Party may alternatively seek legal and equitable relief under Section 3.2 in any competent court or jurisdiction worldwide. **THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY RELATING TO ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING OUT OF, UNDER, OR IN CONNECTION TO THIS AGREEMENT.**

10.7 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, all remaining provisions of the Agreement remain in full force and effect, and the provision affected shall be construed to be enforceable to the maximum extent permissible by law.

10.8 Notice. Notice given by a Party under this Agreement including routine contact information updates, must be in writing and delivered to the receiving Party either by: (a) Email; (b) process service recognized in the receiving Party's jurisdiction; or (c) prepaid private courier or government registered post operating in the receiving Party's jurisdiction. Delivery of Notice is considered valid and sufficient if accompanied by the receiving Party's Email acknowledgement of safe receipt, or by an attested delivery receipt for delivery by process service, private courier, or government registered post.

Company contact information:	Client contact information:
Gradient Leadership Solutions, LLC 460 Turner Warnell Road Mansfield, Texas, 76063 USA Attn: Calvin E. Webb III Email: cwebb3@gogradient.com Web: https://www.gogradient.com	See Client contact information on the signature page of this Agreement.

10.9 Entire Agreement. This MPSA together with each Work Authorization constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes and replaces all prior oral or written: agreement; discussion; draft; negotiation; promise; representation; stipulation; understanding; or warranty; between the Parties or in any expressly mentioned extrinsic materials not incorporated in writing in this MPSA or any Work Authorization.

⁵ American Arbitration Association <https://www.adr.org/>

10.10 Modifications. Any waiver, modification, or amendment of any provision of this MPSA or of any Work Authorization is effective only if in writing signed by the Parties.

10.11 Waiver. Waiver by either Party of any breach of any provision of this MPSA or any Work Authorization, must be in writing and does not constitute a waiver of any subsequent breach of the same other provisions of this MPSA or any Work Authorization.

10.12 Signatures and Counterparts. This MPSA may be executed with handwritten or electronic signatures delivered among the Parties in one or more identical counterparts, on paper, by e-mail attachment, or by agreed upon internet-based electronic signature platform. Each counterpart is deemed to be an original and all counterparts together constitute one and the same instrument. Each Party need not sign the same counterpart.

[Signature page follows]

IN WITNESS WHEREOF, the Parties voluntarily execute this Agreement by an authorized representative of the named Party below as of the Effective Date.

“Effective Date”: _____

Gradient Leadership Solutions, LLC (Company)	City of Farmers Branch, TX (Client)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Postal Delivery Street Address: _____ _____ _____
	Contact E-mail: _____
	Contact Telephone: _____

Attachments:
Appendix A – Sample Work Authorization
Form 2999-02



APPENDIX A
WORK AUTHORIZATION - #[sequential number]

This Work Authorization is effective _____ (the “Work Authorization Effective Date”), issued under and subject to the terms and conditions of the Agreement identified above by and between _____ (Client) and Gradient Leadership Solutions, LLC (Company or Gradient). This Work Authorization is made for the following purposes consistent with the services defined in the Master Professional Services Agreement.

1. Work Authorization Term

This Work Authorization begins on the Work Authorization Effective Date and expires

2. Services & Deliverables

Company shall engage in lawful activities and endeavors on behalf of Client in cooperation with Client representative [NAME] and persons designated by [NAME], as detailed below.

- a.
- b.

3. Schedule

4. Compensation, Expenses, Invoicing

5. Client Responsibilities

6. Other Terms & Conditions

Gradient Solutions Corporation (Company)	[ENTITY NAME] (Client)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

