**MASTER PROFESSIONAL SERVICES AGREEMENT**

This Master Professional Services Agreement ("MSA") is made as of the Effective Date specified at the end of this agreement by and between the DARTNet Institute (“DARTNet”), a Missouri non-profit corporation, with a principal address of 11400 Tomahawk Creek Parkway, Leawood, KS 66221, and **<<COVERED ENTITY NAME>>** (“Client”), with a principal place of business at **<<ADDRESS>>**. Collectively, Client and DARTNet shall be known as the "Parties".

1. **SERVICES PROVIDED BY DARTNet**. DARTNet shall provide Client certain services ("Services") specified in a properly executed Statement of Work ("SOW") and DARTNet Licensed Software Agreement (“License Agreement”), each to be incorporated herein and made a part hereof and each to incorporate the terms of this Agreement. To the extent the License Agreement or SOW provides additional and/or conflicting terms to this MSA, the terms of the License Agreement or SOW shall prevail. All DARTNet subcontractors, if any, shall be bound to perform all obligations under this Agreement as if they were being performed by DARTNet.
2. **CLIENT DUTIES**.
	1. ACCESS TO FACILITIES. Client shall perform such duties and tasks designated in the License Agreement or the SOW to facilitate DARTNet’s performance of its obligations under the License Agreement and / or SOW and provide DARTNet and its subcontractors with reasonable and necessary access to Client’s facilities, if required, as reasonably requested by DARTNet.
	2. ACCESS TO CLIENT SYSTEMS.DARTNet or its subcontractors may require remote access to Client’s computer network and/or designated server to install and maintain all Licensed Materials (as defined in the License Agreement) and perform services outlined in the SOW. It is Client’s responsibility to provide such access and it is DARTNet’s responsibility to comply with all requirements of Client regarding such access of which DARTNet is made aware, including network security.
	3. ACCESS TO EXTERNAL DATA. Successful use of Licensed Materials and proprietary methods for extracting, translating, and loading information from various source database(s) requires that DARTNet and its subcontractors have access to, and an understanding of, the structure and content of the source database(s). Some source databases may be subject to license(s), encryption, or other restrictions that may limit DARTNet’s access to the data. If so, Client must obtain the rights (to the extent legally permissible) as may be necessary to facilitate sufficient access to the databases by DARTNet to enable the use of the Licensed Materials by Client only. Further, although DARTNet and its subcontractors have extensive experience with database structure and content, DARTNet and its subcontractors may from time to time require assistance from the author of a source database. In addition, the authors of some data sources may change or may restrict access to their data sources to preclude the access to the data from the Licensed Materials. In any of these cases, DARTNet’s responsibility and liability to Client will be limited in accordance with the provisions of this Agreement.
	4. CLIENT DUTY TO PROVIDE INFORMATION.Upon request by DARTNet, Client will complete and submit information and data, or provide access to information and data, as requested by DARTNet, to fulfill the duties as defined in the License Agreement or the SOW, subject to the confidentiality and HIPAA compliance obligations set forth in this MSA.
3. **FEES, EXPENSES, & PAYMENT**. For all Licensed Materials and services performed under the License Agreement or the SOW, or other such request for Services that references this Agreement, Client shall: (i) pay DARTNet in accordance as defined in the License Agreement or the SOW; (ii) reimburse DARTNet for all pre-approved, reasonable and necessary travel and expenses incurred by DARTNet in the course of performing such Services, provided such expenses are incurred in compliance with Client’s travel and expense policy, and provided further that such expenses are incurred pursuant to the SOW or other request for services by Client; and (iii) pay DARTNet upon receipt of each invoice as indicated by the payment terms outlined in the License Agreement or the SOW. DARTNet invoices shall describe the following: (i) the time period for which work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel expenses by type and amount; and (v) totals.
4. **CONFIDENTIAL INFORMATION**.
	1. DEFINITION. The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all information which is disclosed by either party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of the License Agreement, the SOW, or any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, proprietary software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, the identity and business interests of clients, patients, vendors, employee information, financial information and information sources and their respective data and information (including Protected Health Information (“PHI”), without limitation), confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).
	2. DISCLOSURE RESTRICTIONS.The Recipient will not disclose the Confidential Information received from the Owner except as necessary to exercise the rights granted to it under this MSA and will not disclose Confidential Information to any person or entity except its employees or contractors (which for purposes of Client shall include their respective Designated User (as defined in the License Agreement)) as necessary to allow them to exercise the rights granted, or to perform its obligations, under this MSA, provided that each such employee or contractor is legally obligated to abide by the restrictions regarding Confidential Information that are set forth in this MSA. The Recipient will use all reasonable efforts to maintain confidentiality of all Confidential Information disclosed by the Owner to the Recipient pursuant to this MSA but in no event will it use less stringent measures than those it uses to protect its own proprietary information of similar nature or import.
	3. INJUNCTIVE RELIEF. The Recipient agrees that the Owner’s damages for the breach of the covenants set forth in this Section 4 would be difficult to ascertain and that a legal remedy for a breach by the Recipient may be inadequate. The Recipient agrees that a violation of the covenants under this Section 4 may cause the Owner immediate and irreparable harm and therefore, the Recipient agrees that the Owner will be entitled to seek injunctive relief in case of any such breach.
	4. STANDARD EXCEPTIONS. Confidential Information shall not include any information of the Owner that: (i) is already known to the Recipient at time of its disclosure from sources other than the Owner; (ii) is or becomes publicly known through no wrongful act of the Recipient; (iii) is independently developed by the Recipient without reference or use of any Confidential Information of the Owner; (iv) is rightfully received by the Recipient from a third party; (v) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure the Recipient shall give the Owner an adequate opportunity to interpose an objection or take action to assure confidential handling of such information; or (vi) is inherently disclosed in the reports or output generated from the use of the Licensed Materials by Designated Users for Permitted Uses only.
	5. HIPAA COMPLIANCE. In order to comply with various obligations under this MSA, DARTNet or its subcontractors may have access to information that is covered by the Privacy Rules, Security Rules and the Breach Notification Rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as HIPAA) and any and all amendments and modifications thereto (including, but not limited to, those amendments and modifications contained in the American Recovery and Reinvestment Act of 2009, which is hereinafter referred to as “ARRA”). As a result, DARTNet and Client are entering into the Business Associate Agreement attached hereto as **Addendum A**.
	6. RIGHTS AND DUTIES. The Recipient shall not obtain, by virtue of this MSA, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this MSA, the License Agreement, or the SOW, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.
	7. SURVIVABILITY. The terms of this Section 4 shall survive termination of this MSA. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this MSA, those separate confidentiality terms shall remain in full force to the extent they do not conflict.
5. **INDEMNITY**.
	1. INDEMNIFY AND HOLD HARMLESS. Each party ("INDEMNIFYING PARTY") shall indemnify and hold the other party ("INDEMNIFIED PARTY") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.
	2. SURVIVAL. The terms of this Section 5 shall survive termination of this MSA.
6. **WARRANTIES AND REPRESENTATIONS**. Each party warrants that it has the right and power to enter into this MSA, the License Agreement and the SOW, and an authorized representative has executed this MSA. DARTNet warrants that the services to be performed under this Agreement (the “Services”) will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by DARTNet are advisory, no specific result is assured or guaranteed. DARTNET EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER DARTNET EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.
7. **LIMITATION OF LIABILITY**. EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 5, DARTNET’S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICE FEES PAID BY CLIENT FOR THE SERVICES FROM WHICH THE CLAIM AROSE. IN NO EVENT SHALL DARTNET BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.
8. **RIGHTS TO WORK PRODUCT**. Any expression or result of the Licensed Materials, or Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "WORK PRODUCT") created by DARTNet in the course of performing the Services hereunder are the property of DARTNet.
9. **ASSIGNMENT**.Neither party will have the right to assign this MSA, in whole or in part, by operation of law nor otherwise, without the other party’s express prior written consent, which shall not be unreasonably withheld. Any attempt to assign this MSA, without such consent, will be null and void and of no force or effect. Subject to the foregoing, this MSA will bind and inure to the benefit of each party's successors and assigns. Each permitted assignment must agree in writing to be unconditionally bound by the terms and conditions of this MSA.
10. **USE OF NAME**.Client agrees that, during the term of this MSA, DARTNet may list Client as a customer in its customer list. Any other use of the name of Client or the location of its principal place of business, including on Client’s official web site and in its informational or marketing efforts and materials from time to time, must be pre-approved in writing by Client.
11. **NOTICE**. All notices or other communications referenced under this MSA shall be made in writing and sent to the address designated above, or as designated in the License Agreement or SOW, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other party if delivered receipt confirmed using one of the following methods: registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.
12. **TERM AND TERMINATION OF PROFESSIONAL SERVICE**. The term of this MSA shall be twelve (12) months commencing on the Effective Date hereof, unless sooner terminated in accordance herewith. This MSA shall automatically renew for an additional and successive twelve (12) month period unless terminated or cancelled by either party upon thirty (30) days prior written notice to the other party or such earlier notice period set forth herein. Unless otherwise agreed to, either party may terminate this MSA, the License Agreement, or the SOW at any time following the initial twelve (12) month term, by giving the other party thirty (30) days written notice of termination. If this MSA, the License Agreement, or the SOW is terminated by Client, Client shall pay DARTNet for all work performed and for all expenses incurred prior to the effective date of termination.
13. **WAIVER**. No modification to this MSA nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties.
14. **FORCE MAJEURE**. Except for Client’s obligation to pay DARTNet, neither party shall be liable for any failure to perform its obligations under this MSA, the License Agreement, or SOW if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.
15. **SEPARATE AGREEMENTS**. All Services provided herein are acquired separately from any software licenses agreed to between the Parties. Specifically, Client may acquire software licenses without acquiring consulting services. Client understands and agrees that this MSA, the License Agreement, or SOW is a separate and independent contractual obligation from any schedule relating to the License Agreement. Client shall not withhold payments that are due and payable under this MSA, the License Agreement, or the SOW because of the status of any software licenses or schedules, nor shall Client withhold payments that are due and payable relating to software license agreements or schedules because of the status of work performed hereunder. In addition, the ability to provide such services is not exclusive or specific to Client and is commercially available from a variety of third party service providers.
16. **DISPUTE RESOLUTION**. Any disputes or claims under this MSA, the License Agreement, or SOW or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Kansas City, Missouri and the laws of Missouri shall be applied. Any decision in arbitration shall be final and binding upon the parties. Judgment may be entered thereon in any court of competent jurisdiction.
17. **GENERAL**. This MSA shall be governed by the laws of the State of Missouri, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this MSA is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This MSA, along with the License Agreement and SOW, constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each party. This MSA may be executed by facsimile or electronic mail as a scanned document. This MSA replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this MSA or any Exhibit shall add to or vary the terms of this MSA or Exhibit. All such proposed variations, edits, or additions to this MSA, the License Agreement, or the SOW(s) are objected to and deemed material unless otherwise mutually agreed to in writing.

**IN WITNESS WHEREOF**, the parties hereby agree to all of the above terms and have executed this MSA by a duly authorized officer or officer representative.

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| **<<COVERED ENTITY NAME>>** |  | **DARTNet Institute** |
| By: | **(1)** |  | By: |  |
| Name: | **(2)** |  | Name: |  |
| Title: | **(3)** |  | Title: |  |
| Date: | **(4)** |  | Date: |  |