

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT:** Infrastructure Services

**DATE:** January 23, 2015

**REQUESTED ACTION:**

I ask the Board to authorize this contract to add Insight Global as a County temporary staffing agency. I also ask the board to authorize my signature for the county, and to add a 5% pricing leeway in the event contract modifications are needed.

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**BACKGROUND**

Temporary Staffing Agencies are highly specialized for supplying IT staff. Having a few staffing agencies to find and identify needed IT talent, as we do for administrative staff, will help ensure that IT projects are completed as planned.

**ADMINISTRATIVE POLICY IMPLICATIONS**

No policy changes are required to enact this request.

**COUNCIL POLICY IMPLICATIONS**

No policy, code, tax, or budget changes are required to enact this request.

**PREVIOUS REVIEWS AND ACTIONS**

I first approached the existing temporary staffing agencies contracting with the County. When they were unsuccessful in finding the IT talent we needed, we were approached by Insight Global. Though they provided several candidates with the skills we needed, they were not contracted to supply temporary staffing to Clark County.

**COMMUNITY OUTREACH**

No community outreach is required.

**BUDGET IMPLICATIONS**

YES	NO	
	X	Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

*man  
OK  
N*

**SUBMITTED BY: Duane Harris**

**DATE: January 23, 2015**

**DISTRIBUTION OF COUNCIL STAFF REPORTS:**

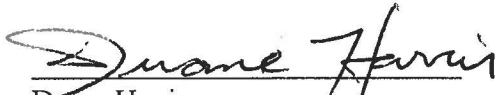
Distribution of staff reports is made via the Grid. <http://www.clark.wa.gov/thegrid/>  
Copies are available by close of business on the Thursday after council deliberations.

**DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:**


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APPROVALS:

N/A  
Staff Persons Name  
Title

  
Duane Harris  
Director

Attachments:  
If applicable

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: Feb. 3, 2015

SR# 010-15

# BUDGET IMPACT ATTACHMENT

## Part 1: Narrative

Explain what creates a budget impact (additional staff, reduced revenue, change in policy, etc.). Present assumptions for revenue and expenditure estimates.

## Part 2: Budget Impact

Expenditure:

Fund	Dept	Obj	Expense change Year 1	Expense change Year 1	Expense change Year 2	Expense change Year 3	Expense change Year 4	Expense change Year 5	Expense change Year 6	One time or continuing
Total										

Revenue

Fund	Dept	Obj	Revenue change Year 1	Revenue change Year 1	Revenue change Year 2	Revenue change Year 3	Revenue change Year 4	Revenue change Year 5	Expense change Year 6	One time or continuing
Total										

## Part 3: FTE Profile Over Time

# FTE	Type	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6

Year 1 estimated start date for employees:

**Insight Global, LLC**  
**Master Services Agreement for Staffing Services**

This Master Services Agreement ("Agreement") is made between Insight Global, LLC ("Insight Global") and its client Clark County WA ("Client"). This Agreement is effective as of January 16, 2015.

Insight Global specializes in staffing services. Client, on behalf of itself and its affiliates (who shall be considered part of Client for the purposes of this Agreement), desires to engage Insight Global to provide temporary staffing and permanent placement services, and Insight Global desires to be engaged by Client, all on the terms and conditions of this Agreement. As used herein, the term "Contract Employee" means an Insight Global employee placed with the Client, and the term "Candidate" means a candidate identified by Insight Global (either alone or in consultation with Client) for potential permanent placement with the Client.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of three (3) years.

1.1 Termination for Breach. Either party may terminate this Agreement upon notice if the other party materially breaches any term or condition of this Agreement.

1.2 Termination for Convenience. Client may terminate this Agreement for convenience upon fourteen (14) day's written notice to Insight Global. Client will pay Insight Global as provided in this Agreement through the date of termination(14<sup>th</sup> day following written notice) but shall have no other or further liability to Insight Global as result of such termination.

2. **SERVICES:**

2.1 Temporary Staffing Services: Insight Global shall provide to Client one or more Contract Employees to perform services ("Temporary Services") as requested by Client from time to time. Temporary Services are set forth in Exhibit A, which may be amended or revised from time to time by Client, and shall conform in all material respects to any performance specifications as required by Client.

As the provider of staffing services to Client, Insight Global shall perform or be responsible for the following: (i) recruiting, selecting, hiring, employing and assigning personnel in compliance with applicable laws; (ii) compensating personnel and providing the benefits that Insight Global has available; (iii) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer's obligations for unemployment compensation; (iv) providing any legally required workers' compensation benefits and coverage; (v) maintaining personnel and payroll records; (v) making legally required employment law disclosures; and (vi) performing human resources administration and non-operational supervision with respect to Contract Employees.

Client shall determine the methods, details, and means of performing the Temporary Services. Insight Global shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Client also shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Contract Employees to ensure satisfactory performance and acceptable work product. Client will designate a management-level individual to be responsible for

overseeing the Contract Employees with respect to the provision of the Temporary Services being provided under this Agreement.

2.2 Permanent Placement Services: Insight Global shall provide Candidates for permanent placement ("Permanent Placement Services," and together with the Temporary Services, the "Services") pursuant to the terms set forth in Exhibit B.

### 3. **PERSONNEL:**

3.1 Client may interview the Contract Employees whom Insight Global assigns to provide the Temporary Services. Client shall have the right, at any time, to request the removal of any Contract Employee whom Client deems to be unsatisfactory, except to the extent prohibited by applicable law. Upon such request, Insight Global shall use all reasonable efforts to promptly replace such Contract Employee with substitute personnel having appropriate skills and training.

3.2 Insight Global shall conduct a comprehensive criminal background check to be performed on each individual proposed to perform Temporary Services under this Agreement, and shall assign only those Contract Employees to perform Temporary Services for Client whose background check results are satisfactory to Insight Global and Client. Client, at its option, shall have the right to require Insight Global to perform additional background checks. Client and Insight Global shall cooperate in good faith to conduct all such background checks in accordance with applicable laws, including "ban the box" regulations.

### 4. **INDEPENDENT CONTRACTOR STATUS:**

4.1 Insight Global is an independent contractor of Client. Neither party is, nor shall either party represent itself as, an employee, agent, representative or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability or otherwise bind the other party. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

4.2 In no event shall any employee, contractor or agent of Insight Global be considered an employee, contractor or agent of Client. Insight Global shall have sole responsibility for payment of compensation to its personnel. Insight Global shall pay and report, for all Contract Employees assigned to perform the Services for Client, all federal, provincial and state income tax withholding, social security taxes, payroll taxes and unemployment/employment insurance applicable to such personnel. Insight Global shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Insight Global provides or is legislatively mandated to provide its employees, as its employees. Insight Global agrees to defend, indemnify, and hold harmless Client, its officers, directors, employees, and agents, and the administrators of their benefit plans from and against any claims, liabilities, or expenses relating to compensation, tax, insurance, or benefit matters that Insight Global provides or is legislatively mandated to provide its personnel.

5. **INVOICES**: Insight Global will invoice Client (i) on a weekly basis for Temporary Services rendered by Contract Employees for the number of hours worked the previous week, or (ii) in accordance with Exhibit B for Permanent Placement Services. Overtime will be billed at the rates listed on Exhibit A, or as otherwise agreed by both parties, for hours worked by Contract Employees in excess of forty (40) hours per week, or as otherwise required by law. In the event Customer requests that Insight Global pay a bonus or similar extraordinary payment to Contract Employee, Insight Global shall invoice Customer, and Customer shall reimburse Insight Global, for (i) the amount of the bonus or similar extraordinary payment,

and (ii) for payroll taxes and other similar costs directly associated with such payment (estimated to be approximately 15%). Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

Attached hereto as Exhibit A is a list of the names of the Contract Employees to be placed initially with Client, standard and overtime hourly billing rates, and starting date, for each individual. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by Insight Global as requested by Client hereunder from time to time.

6. **PAYMENT; DEFAULT:** Payment in full for invoices shall be made to Insight Global within thirty (30) days from invoice date. Invoices that are more than seven (7) days past due (30 days after invoice date) are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and Insight Global has notified Client verbally or in writing of the past due balance, Insight Global may, without advance notice, immediately cease providing any and all further Temporary Services and Permanent Placement Services without any liability to Client for interruption of pending work.

7. **EXPENSES:** Client shall reimburse Insight Global for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee while performing Temporary Services on behalf of Client.

8. **COLLECTION:** Client agrees to reimburse Insight Global for all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred by Insight Global in enforcing collection of any monies due under this Agreement.

9. **PREVAILING WAGE:** Client agrees that it is Client's responsibility to notify Insight Global of any prevailing wage or other wage requirements covering Contract Employees assigned to perform Temporary Services for the Client, and Client hereby certifies that the Temporary Services to be performed under this Agreement are not subject to any such wage requirements. In the event that it is later determined that any prevailing wage or other wage requirements are applicable, Client shall be responsible for notifying Insight Global of the proper job classification, and Client hereby agrees to indemnify and hold harmless Insight Global for any such costs, losses or damages which Insight Global may suffer or incur as a result of such error and in connection with satisfying such requirements.

10. **CONVERSION/RIGHT TO HIRE.**

10.1 **Conversion:** If, at any time during the time period in which any Contract Employee is performing Temporary Services for Client under this Agreement, and for a period of one hundred eighty (180) days thereafter, Client or any of its subsidiaries or affiliates employs such Contract Employee, or engages such Contract Employee as an independent contractor, Client will pay Insight Global a placement fee in an amount equal to twenty percent (20%) of the individual's Annualized Compensation (as defined below). Notwithstanding the foregoing, if Client employs such Contract Employee after the Contract Employee has completed one hundred eighty (180) days of Temporary Service for Client pursuant to this Agreement, no placement fee shall be due to Insight Global. "Annualized Compensation" is defined as annual salary, signing bonus, any guaranteed portion of any annual bonus, vested, in-the-money stock options or similar equity awards, 401(k) match, car allowance, severance pay, and any other compensation that is expected to be earned by the Contract Employee during the first twelve (12) months of service with Client, regardless of when or if such compensation is actually paid. Insight Global will invoice Client for the placement fee upon the commencement of the individual's employment or engagement with Client.



There are no fees associated with the early termination of any Contract Employee. However, if the Contract Employee is terminated before one hundred eighty (180) days of continuous services, Client may not solicit or hire that Contract Employee for a period of one hundred eighty (180) days.

10.2 Submittals--Right To Hire: Resumes submitted to Client are confidential and proprietary to Insight Global and for Client use only. Client agrees that Insight Global is the representative of all Contract Employees and Candidates for which resumes are submitted to Client by Insight Global in response to Client requests. Accordingly, Client agrees that if any Contract Employee or Candidate submitted to Client by Insight Global is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to Insight Global a Placement Fee pursuant to the terms outlined within Exhibit B.

## 11. INDEMNIFICATION / LIMITATION OF LIABILITY

11.1 Intellectual Property Infringement Indemnity. Insight Global shall defend, indemnify and hold harmless Client and its respective employees, officers, directors and shareholders from and against any claims, actions, losses, costs, liabilities or expenses (including reasonable attorney's fees and expenses) arising out of or relating to (a) any allegation that any Temporary Services provided pursuant to this Agreement infringe any patent, copyright, trademark or other proprietary right of a third party; or (b) any breach by Insight Global, its officers, directors, employees or contractors of their obligations of confidentiality with respect to Client's Confidential Information disclosed in the course of performing the Temporary Services.

11.2 Premises Liability. Insight Global agrees that it shall defend, indemnify and hold harmless Client and its respective employees, officers, directors and shareholders from and against all loss and liability, damage to, destruction of property and the injury to or death of any employee, officer, or agent of Client, Insight Global or any third party to the extent that it results from the negligence act or willful misconduct of Insight Global, its employees or personnel.

11.3 Indemnity Against Claims by Insight Global's Personnel. Insight Global agrees that it shall defend, indemnify and hold Client harmless from all claims and against all loss and liability for or arising in connection with any claim of whatever nature asserted against Client (or any of its affiliates, officers or employees) by any current or former employee or other personnel of Insight Global based on Insight Global's failure to perform its obligations as the general employer as set out in Section 2.1.

11.4 Indemnification by Client. As operator of its business, Client controls the environment in which the Contract Employees will perform work, and the details of the work. As such, Client shall perform or be responsible for the following: (i) providing Contract Employees with a safe and suitable workplace and with adequate instructions to perform their work; (ii) the conduct of its own officers, employees, and agents; (iii) using Contract Employees only in assignments that match the job descriptions for which Contract Employees are assigned; and (iv) any claim by Client or any third party relating to, or arising out of, work performed by a Contract Employee for or on behalf of Client, unless directly related to those enumerated responsibilities of Insight Global set forth in the second paragraph of Section 2.1. Client shall defend and indemnify Insight Global (and its officers, directors, and employees) for any losses, penalties, and damages resulting from third party claims or actions to the extent such losses arise from Client's violation of law, its failure to fulfill its responsibilities set out in this Section 11.4, any other breach of this Agreement, and to the extent that any such loss results from the gross negligence act or willful misconduct of Client, its employees or personnel.

11.5 Limitation of Liability. Excluding either Party's gross negligence, neither Party to this Agreement will be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill. As a condition for recovery of any

liability, the Parties must assert any claim under this paragraph 11 within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier. In no event shall Insight Global's liability to Client exceed the fees received from Client during the preceding six (6) month period, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

12. **TIME RECORDS:** Insight Global's time-card shall be the official time record for the purposes of payment for Temporary Services under Sections 5 and 6 herein.

13. **CONFIDENTIAL INFORMATION:** During the course of this Agreement, the Parties to this Agreement and their respective officers, employees, agents, and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by one or more Parties to this Agreement, or to parties affiliated with one or more Parties to this Agreement, or their respective customers and suppliers.

13.1 Description of Confidential Information. For purposes of this Agreement: "Disclosing Party" means the party to this Agreement that provides any Confidential Information to the other party or any third party; "Recipient" means any party to this Agreement that receives any Confidential Information; "Confidential Information" means any information disclosed directly or indirectly in writing, orally, by the Recipient's visual inspection or mental impression and/or to which the Recipient may have access during the term of this Agreement that is marked as confidential or proprietary or should be reasonably understood to be confidential or proprietary to the Disclosing Party, including, but not limited to, information concerning the Disclosing Party's business, services, finances, employees, customer lists, strategic plans, or other marketing and technical information and other unpublished information, as well as any trade secrets (as such term is defined by applicable law).

13.2 Use of Confidential Information. Insight Global and Client shall maintain, and Insight Global shall obligate its personnel by written agreement to maintain, all such Confidential Information in confidence during the term and after termination of this Agreement, and not to disclose such Confidential Information to anyone other than those directly involved with the Services, and not to disclose or permit access by any third party to any such Confidential Information, except to the extent disclosure is expressly permitted by the Disclosing Party or any affiliate of the Disclosing Party, and not to use any such Confidential Information except in the performance of the Services pursuant to this Agreement. Recipient shall protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of Disclosing Party and shall prevent such information from falling into the public domain or the possession of unauthorized persons.

13.3 Standard of Care. Recipient shall protect the Confidential Information from disclosure and/or access by any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient undertakes to notify Disclosing Party promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of this Agreement as soon as Recipient becomes aware of such breach and will cooperate with Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.

13.4 Exclusions. This Agreement imposes no obligation upon Recipient with respect to Confidential Information that: (a) was in Recipient's possession before receipt from Disclosing Party; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) is disclosed by Disclosing Party to a third



party without a duty of confidentiality on the third party; (e) is independently developed by Recipient; (f) is disclosed under operation of law, except that the Recipient will disclose only such information as is legally required and will provide Disclosing Party prompt notice of the applicable subpoena or court order such that Disclosing Party will have the opportunity to seek a protective order; or (g) is disclosed by Recipient with Disclosing Party's prior written approval.

14. **NOTICES:** Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

**To Insight Global:**  
4170 Ashford Dunwoody Road  
Suite 250  
Atlanta, GA 30319  
Attn: Legal Department  
404-257-7900  
404-257-1070 (fax)

**To Client:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. **MISCELLANEOUS:**

(a) This Agreement, together with any Exhibits, constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all agreements, whether oral or written, between the parties with respect to its subject matter. No amendment or modification to this Agreement will be valid unless in writing and signed by both parties.

(b) If any portion of this Agreement is found to be invalid or unenforceable, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement, except to the extent that the severed provision deprives either party of a substantial portion of its bargain.

(c) Neither party will be deemed to have waived any rights or remedies accruing under this Agreement unless such waiver is in writing and signed by the party electing to waive the right or remedy. The waiver by any party of a breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

(d) Neither party will be liable for any delay or failure to perform under this Agreement (other than with respect to payment obligations) to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.


(e) The expiration or termination of this Agreement or any Exhibit will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any Exhibit that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination, including, without limitation, provisions relating to payment of fees and expenses (including witness fees and expenses and liquidated damage fees), governing law, arbitration, limitation of liability and indemnity.

(f) This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(g) This Agreement will be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**INSIGHT GLOBAL, LLC**

  
\_\_\_\_\_

Signature

Rob Gester  
\_\_\_\_\_

Print Name

Sales Manager  
\_\_\_\_\_

Title

**CLIENT**

  
\_\_\_\_\_

Signature

DUANE HARRIS  
\_\_\_\_\_

Print Name

DIRECTOR, INFRASTRUCTURE SERVICES  
\_\_\_\_\_

Title

**EXHIBIT A – No. 1**  
**To Master Services Agreement for Staffing Services**

This Exhibit A to the Master Services Agreement ("Agreement") between Insight Global and Client, will be governed by, and is an integral part of, the Agreement effective as of \_\_\_\_\_.

In the event of any conflict between this Exhibit A and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of Client: \_\_\_\_\_

Name of Contract Employee: \_\_\_\_\_

Description of Temporary Services: \_\_\_\_\_

Standard Billing Rate: \$ \_\_\_\_\_

Overtime Billing Rate: \$ \_\_\_\_\_

Scheduled Start Date: \_\_\_\_\_

Invoices shall be submitted to: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TimeTrack, Insight Global's web-based time tracking system, will be used to track hours worked, and will be utilized in the generation of invoices to Client.

**INSIGHT GLOBAL, LLC**

**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **EXHIBIT B**

### **Permanent Placement Services**

This Exhibit B to the Master Services Agreement ("Agreement") sets forth terms and conditions specific to Permanent Placement Services to be performed by Insight Global for Client pursuant to the Agreement. Terms used but not defined in this Exhibit B shall have the meaning set forth in the Agreement.

Insight Global specializes in staffing services. Client, on behalf of itself and its affiliates (who shall be considered part of Client for the purposes of this Exhibit B), desires to engage Insight Global to provide Permanent Placement Services and Insight Global desires to be engaged by Client, all on the terms and conditions of this Exhibit B to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SERVICES:** Insight Global will submit names and qualifications of Candidates for positions as requested by Client from time to time. Insight Global shall screen qualified Candidates subject to direction by Client. Additional or specific screening requirements may be required by Client at any time. Insight Global shall be entitled to payment from Client upon any Candidate being hired by Client, without regard to the duration of Candidate's employment by Client.
2. **INDEPENDENT CONTRACTOR:** Insight Global is an independent contractor of Client. Neither party is, nor shall either party represent itself as, an employee, agent, representative or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability or otherwise bind the other party. This Exhibit B is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability. This Exhibit B is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

In no event shall any Candidate be considered an employee, contractor or agent of Insight Global. Client shall have sole responsibility for payment of compensation to its personnel, including any Candidate hired by Client. Client shall pay and report, for all Candidates hired by Client, all federal, provincial and state income tax withholding, social security taxes, payroll taxes and unemployment/employment insurance applicable to such personnel. Client shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) that Client provides or is legislatively mandated to provide its employees, as its employees. Client agrees to defend, indemnify, and hold harmless Insight Global, its officers, directors, employees, and agents, and the administrators of their benefit plans from and against any claims, liabilities, or expenses relating to compensation, tax, insurance, or benefit matters that Client provides or is legislatively mandated to provide its personnel.

3. **LIMITATION OF LIABILITY:** Insight Global makes no warranties as to the work product produced by any Candidate and shall have no liability therefor except to the extent set forth in Section 7 herein. In no event will either Party to this Agreement be liable for incidental, consequential, punitive, indirect or special damages, including, without limitation, interruption or loss of business, profit or goodwill. As a condition for recovery of any liability, the Parties must assert any claim under Section 11 of the Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier. In no event shall Insight Global's liability to Client exceed the fees received from Client for the placement of the Candidate to whom any claim asserted by Client relates, whether arising from an alleged breach of this Agreement, an alleged tort or any other cause of action.

4. **INVOICES:** Insight Global will invoice Client on a Candidate's first day of employment for Permanent Placement Services, as further outlined within Exhibit C. Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

5. **PAYMENT; DEFAULT:** Payment in full for invoices shall be made to Insight Global within fourteen (14) days from invoice date. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance.

6. **PLACEMENT FEES:** Resumes submitted to Client are confidential and proprietary to Insight Global and for Client use only. Client agrees that Insight Global is the representative of all Candidates for which resumes are submitted to Client by Insight Global in response to Client requests. Accordingly, Client agrees that if any Candidate submitted to Client is hired either directly or indirectly by Client within one hundred eighty (180) days of receipt of the resume, Client agrees to pay to Insight Global a placement fee equal to twenty percent (20%) of the Candidate's Annualized Compensation ("Placement Fee"). "Annualized Compensation" is defined as annual salary, signing bonus, any guaranteed portion of any annual bonus, vested, in-the-money stock options or similar equity awards, 401(k) match, car allowance, severance pay, and any other compensation that is expected to be earned by the Candidate during the first twelve (12) months of service with Client, regardless of when or if such compensation is actually paid.

7. **REPLACEMENT/GUARANTEE PERIOD:** If any Candidate hired by Client is involuntarily terminated for reasons relating to performance or misconduct, or voluntarily resigns employment less than ninety (90) days after the start of employment, Client shall notify Insight Global within five (5) business days. In such event and assuming timely notice to Insight Global by Client, Insight Global will replace the Candidate with no additional Placement Fee. If no replacement Candidate can be found within sixty (60) days of notice to Insight Global, Insight Global will reimburse the Client a portion of the Placement Fee, depending on the length of the Candidate's employment with Client as follows:

0-30 days	100% of Placement Fee
31-60 days	75% of Placement Fee
61-90 days	50% of Placement Fee

If a Candidate is terminated during such ninety (90) day period for reasons not related to performance, misconduct, or voluntary resignation, then Client shall not be entitled to any reimbursement or replacement Candidate.

**EXHIBIT C**  
**Permanent Placement – Service Order**

This Permanent Placement – Service Order (this “Service Order”) supplements the terms of that certain Master Services Agreement (“Agreement”) between Insight Global and Client effective as of \_\_\_\_\_.

In the event of any conflict between this Service Order and the Agreement, the terms and conditions of the Agreement will govern and prevail.

Name of Client: \_\_\_\_\_

Name of Candidate: \_\_\_\_\_

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

Annual Salary<sup>1</sup>: \$ \_\_\_\_\_

Placement Fee (20% of annual salary): \$ \_\_\_\_\_

Scheduled Start Date: \_\_\_\_\_

Invoices shall be submitted to: \_\_\_\_\_

PO: \_\_\_\_\_

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

Email: \_\_\_\_\_

Invoice Special Instructions: \_\_\_\_\_

Insight Global will invoice Client on Candidate’s first day of employment. Payment in full for invoices shall be made to Insight Global within fourteen (14) days from invoice date.

**INSIGHT GLOBAL, LLC**

**CLIENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<sup>1</sup> Annual Salary shall include Candidate’s base salary, any signing bonus, or other guaranteed compensation expected to be earned during the first twelve months of employment.