

Service Provider Agreement

This agreement is made and entered into this ____ day of _____, 20____ by and between National Service Source, Inc. DBA United Service Source, Inc. ("USSI"), whose address is 9145 Ellis Road, West Melbourne, Florida 32904-1512 and

("Service Provider")

whose address is:

WHEREAS, USSI is in the business of distributing, servicing, and installing Satellite Antennas, Digital Signage, Electronics, and/or Appliances throughout the United States; and

WHEREAS, Service Provider has agreed to service and/or install Satellite Antennas, Digital Signage, Electronics, and/or Appliances from time to time for USSI at USSI's request

NOW, THEREFORE for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In performance of services for USSI, Service Provider is an independent contractor, USSI being interested only in the results obtained, and the manner and means of conducting such work will be under the sole control and discretion of the Service Provider. However, all work performed hereunder will be done in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal.
2. Service Provider will be entirely and solely responsible for all its acts and the acts of the Service Provider's agents, employees and subcontractors, while engaged in the performance of the work herein contracted for. Service Provider, personally and for all heirs, successors or assigns, covenants and agrees to indemnify and save harmless USSI, absolutely and without limit against all liability and loss and against all liability or loss and against all claims, actions, demands, suits, or judgments asserted, made or recovered by any and all persons whomsoever, but not limited to Service Provider and Service Providers agents, employees, and subcontractors, based upon or arising out of damage or injury (including death), to persons or property caused by or sustained in connection with the performance of services for USSI or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation by Service Provider or its agents, and the defense of any such claims or actions. Similarly, Service Provider agrees to reimburse USSI for loss or damage to any of USSI's property or equipment used or obtained in connection with the work performed under this agreement.
3. Service Provider agrees to perform all work according to technical specifications provided by United Service Source, Inc. United Service Source, Inc. shall have the right to require that the Service Provider shall, at his expense, make corrections to any services or materials not conforming to the technical documents provided by United Service Source, Inc. Service Provider shall perform warranty services at the appropriate customer site. If Service Provider fails to make corrections within seven (7) calendar days after notification and authorization from USSI, USSI may correct such defective goods or services at Service Provider's expense.
4. Service Provider shall maintain at its expense General Liability Insurance with a combined single limit of \$1,000,000.00 for bodily injury and property damage and a \$2,000,000 aggregate. Service Provider shall provide a certificate of insurance to National Service Source, Inc. d/b/a United Service Source, Inc. "USSI" evidencing USSI as a certificate holder and as an additional insured, and shall contain a provision for thirty (30) days notice to USSI of cancellation or material change in the policy. Service Provider shall also maintain Auto Liability Insurance in an amount no less than \$1,000,000.00 combined single limit for bodily injury and/or property damage. Service Provider shall maintain Statutory Workers' Compensation Insurance and Employer's Liability to statutory limits but in no event in an amount less than \$500,000.00 (if not exempt).

- **General Liability:** \$1m occurrence / \$2m aggregate
- **Auto Liability:** \$1m
- **Workers Comp:** Statutory
- **Endorsement must appear on certificate:** "Per project aggregate applies to General Liability Policy. (National Service Source d/b/a United Service Source, Inc.), the Owner and all other parties as required by contract are named as Additional

Insured (including Completed Operations) on a primary and noncontributing basis. (Please attach a copy of Additional Insured Endorsement form).“

- **Certificate Holder:** The insurance “Certificate Holder” shall be addressed to,
National Service Source d/b/a United Service Source Inc.
ATTN: Field Service Management
9145 Ellis Road
West Melbourne, FL 32904
- **Indemnification.** Service Provider shall indemnify and hold USSI, its parent company, and property owners harmless against any claim of liability or loss, including but not limited to any claim of liability or loss, from any bodily injury, death, and/or property damage resulting from or arising out of Service Provider’s and/or any of its subcontractors, servants, agents or invitees acts or omissions during performance of the Work, and any breach by Service Provider of the terms and conditions of this Agreement, including, but not limited to any claim of liability or loss associated with any Environmental Hazards, excepting, however such claims or damages to the extent caused by the sole negligence or willful misconduct of USSI, or its servants, agents or invitees. If USSI is made a party to any litigation commenced by or against Service Provider for any of the above reasons, then Service Provider shall protect and hold USSI harmless and pay all costs, penalties, charges, damages, expenses and reasonable attorneys fees incurred or paid by USSI in connection therewith.

5. Service Provider agrees at all times, both during and after its current dealings with USSI, to hold USSI in a fiduciary capacity and not to communicate or divulge to or use for the benefit of itself or any other persons, firms, associations or corporation, without the express written consent of USSI, any confidential information which is possessed, owned, or used by USSI which may be communicated to, acquired by, or learned by Service Provider.

6. Service Provider agrees to obtain an appropriate agreement from those of its employees to whom the confidential information is disclosed to maintain the confidentiality of said information. Service Provider will indemnify USSI against any loss resulting from unauthorized use or disclosure of confidential information by recipient or its employees.

7. Disclosure and receipt of the confidential information is solely for the purpose of the Service Provider to be used as tools for business given by USSI.

8. Service Provider shall not reduce to writing or otherwise record any confidential information of USSI unless required to do so by USSI. Upon completion of the negotiations with USSI, Service Provider will deliver all writings or other recordings of any confidential information which it did make to an authorized representative of USSI.

9. It is acknowledged and agreed that in the event the provisions of this agreement are breached by the Service Provider the extent of actual damages sustained by USSI or its assignee will be difficult to ascertain, though great and irreparable, for which any remedy at law would be inadequate. Therefore, the parties hereto expressly agree that USSI shall have a right to injunctive relief for breach of any terms hereof, plus damages for such breach to the maximum extent permitted by law, including but not limited to Chapter 688 of the Florida Statutes, the Uniform Trade Secrets Act.

10. Service Provider agrees and covenants that for the period of twenty-four (24) months immediately following termination of its contractual relationship with USSI, whether voluntary or involuntary, Service Provider shall not engage in work or activity involving customers or suppliers of USSI whom Service Provider has learned the identity of while performing duties for USSI under their contractual relationship. Service Provider further acknowledges and agrees that the foregoing restriction on its dealings with the customers, clients, and suppliers of USSI are reasonable in all respects and essential in protecting USSI’s customer client relationships.

11. This Agreement shall insure to the benefit of and be binding upon the parties and their respective legal representatives, successors and assigns. Any provision of this Agreement may not be modified or amended except in writing. This agreement shall be governed by the laws of the State of Florida. Venue for any actions brought pursuant to this Agreement shall be in Brevard County, Florida. If any action is commenced to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such action shall be entitled to all costs and expenses of such action, including reasonable attorney’s fees. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to be delivered when deposited in the U.S. Mail, postage prepaid, registered or certified, return receipt requested, addressed to the party to whom the notice is intended to be given at the address above set forth or other such address as shall be otherwise furnished in writing to the other party.

12. Service Provider may consent to an investigative background inquiry as required to work for certain USSI customers. This inquiry may include consumer credit, criminal convictions, motor vehicle records, worker's compensation, education, previous employment and other reports. These reports will be obtained from various federal, state and other agencies which maintain records as needed. The Service Provider signing below releases USSI from any liability resulting from the inquiry, in the event it is authorized by the Service Provider.

13. As a condition of receiving work for certain USSI customers, Service Providers must consent to screening for illegal drugs by submitting to a urinalysis test, within 48 hours of the mutually authorized request, at a laboratory chosen by USSI. Either refusal to submit to the screening or failure to qualify according to the minimum standards established may disqualify you from working with USSI on the project requiring drug testing. The Service Provider signing below releases USSI from any liability resulting from the test's outcome in the event it is authorized by the Service Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

USSI CORPORATION

"SERVICE PROVIDER"

By: _____

By: _____