

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 Chicago Housing Authority (“**Client**”). This Agreement is effective as of **September 8, 2023**.

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 direct 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 Client, and the term “**Candidate**” means a candidate identified by Insight Global (either alone or in consultation with Client) for potential direct placement with 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.

1.1 Term. This Agreement shall commence on the effective date above, and continue for an initial term of three (3) years. Thereafter the Agreement shall automatically renew for additional one (1) year terms, unless terminated by either party as provided herein.

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

1.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon fourteen (14) days’ written notice to the other.

1.4 Effect of Termination. In the event of the expiration or earlier termination of this Agreement, Client will pay Insight Global as provided in this Agreement through the date of termination but shall have no other or further liability to Insight Global, except to the extent Client is or becomes obligated to pay Conversion Fees pursuant to Section 9.1, or Placement Fees pursuant to Section 10.1.

2. SERVICES.

2.1 Temporary Staffing Services. Insight Global shall provide to Client one or more Contract Employees to perform services as requested by Client from time to time (“**Temporary Services**”). For each Contract Employee to be placed with Client, the parties shall memorialize in writing the name, standard and overtime hourly billing rates, and starting date for such Contract Employee. A template that may be used for such purpose is attached hereto as Temporary Services Statement of Work (“**Temp SOW**”), but the parties agree that any other writing, including email, may be used to set forth such terms. Temporary Services 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.

The Temporary Services to be performed by Insight Global shall include the following: (a) recruiting, selecting, hiring, employing, and assigning personnel in compliance with applicable laws; (b) compensating personnel and providing the benefits that Insight Global has available; (c) paying or withholding any payroll taxes and insurance premiums and fulfilling any employer’s obligations for unemployment compensation; (d) providing any legally required workers’ compensation benefits and coverage; (e) maintaining personnel and payroll records; (f) making legally required employment law disclosures; and (g) performing human resources administration and non-operational supervision with respect to Contract Employees.

Client shall determine the methods, details, and means of performing the work to be performed by Contract Employees. 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 work being performed by the Contract Employees under this Agreement.

2.2 Direct Placement Services. As requested by Client from time to time, Insight Global will submit names and qualifications of Candidates to be considered by Client for direct employment by Client or its affiliates (“**Direct Placement Services**”, and together with the Temporary Services, the “**Services**”). 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 or its affiliates, without regard to the duration of Candidate’s employment. For each Candidate to be placed with Client or its affiliates, the parties shall memorialize in writing the name, Annualized Compensation, Placement Fee, and starting date for such Candidate. A template that may be used for such purpose is attached hereto as Direct Placement Statement of Work (“**Direct Placement SOW**”), but the parties agree that any other writing, including email, may be used to set forth such terms.

2.3 Delegation of Certain Obligations. Client acknowledges that Insight Global may assign or delegate a portion of its rights or duties under this Agreement to an affiliate or other entity to the extent Insight Global deems such affiliate or other entity to be better suited to perform all or any part of the Services (for example, when Services may involve employees working in foreign jurisdictions); provided, however, that Insight Global shall remain responsible for ensuring the proper performance of all of the obligations under this Agreement.

2.4 No Warranty. Client acknowledges and agrees that (a) Insight Global has been retained to provide the Services, namely the recruitment, selection, hiring, employment, and assignment of Contract Employees and the identification and submission of Candidates to perform work at the direction of Client, (b) Insight Global makes no representations or warranties regarding any work product created by a Contract Employee or Candidate, for which Client is solely responsible, (c) Insight Global is not licensed to provide, and the Services hereunder shall not include, the rendering of any professional or expert opinion, advice or service, including but not limited to financial attestation or audit services, legal advice, engineering services, architecture, product design, or medical advice, and (d) to the extent that any Contract Employee or Candidate provided by Insight Global is involved in projects for Client involving such services, Client is providing appropriate supervision and assumes all responsibility for the adequacy of the work performed.

3. **PERSONNEL.**

3.1 Client Discretion Regarding Contract Employees. Client may interview the Contract Employees whom Insight Global assigns to perform work for Client. 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 Background Checks. Insight Global shall conduct a comprehensive criminal background check on each Contract Employee under this Agreement and shall assign only those Contract Employees to perform work 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. Insight Global shall not be required to perform any background checks that are prohibited by applicable law.

4. INDEPENDENT CONTRACTOR STATUS.

4.1 Independent Contractor Status; No Partnership, Agency, or Exclusivity. 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 Insight Global Employees. 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 the Contract Employees. Insight Global shall pay and report, for all Contract Employees assigned to perform work for Client, all federal, provincial, and state income tax withholding, social security taxes, payroll taxes, and unemployment/employment insurance applicable to such Contract Employees. 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 the Contract Employees, as employees of Insight Global. 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 the Contract Employees.

4.3 Candidates for Direct Placement. 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 (not including any Contract Employees).

5. INVOICES; TAXES.

5.1 Invoicing and Overtime. For invoices related to Temporary Services, Insight Global will invoice Client on a weekly basis for all approved hours worked by Contract Employees. Overtime will be billed at the rates listed in Temp SOW for hours worked by Contract Employees in excess of thresholds required by applicable law. For invoices related to Direct Placement Services, Insight Global will invoice Client on a Candidate's first day of employment with Client. Invoices submitted by Insight Global to Client are presumed to be accurate and fully payable on the terms contained therein. If Client objects to any portion of the invoice, Client shall notify Insight Global in writing within ten (10) business days of Client's receipt of invoice.

5.2 Contract Employee Bonuses. In the event Client requests that Insight Global pay a bonus or similar extraordinary payment to a Contract Employee, Insight Global shall invoice Client, and Client shall reimburse Insight Global, for (a) the amount of the bonus or similar extraordinary payment, and (b) for payroll taxes and other similar costs directly associated with such payment (estimated to be approximately fifteen percent (15%)).

5.3 **Taxes.** In those limited jurisdictions where Services are subject to sales tax, Client will pay to Insight Global applicable sales taxes on fees due under this Agreement. Insight Global agrees and acknowledges that Insight Global will be responsible for remitting any applicable sales taxes. Any applicable sales taxes will be reflected as a separate line item on each invoice.

6. **PAYMENT; DEFAULT.** For invoices related to Temporary Services, Client shall pay to Insight Global the amount set out in each invoice within thirty (30) days of each invoice date. For invoices related to Direct Placement Services, Client shall pay to Insight Global the amount set out in each invoice within thirty (30) days of each 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. Interest will not be compounded on the past due balance. If Client's account is past due and Insight Global has notified Client verbally or in writing of such past due balance, Insight Global may, without advance notice, immediately cease providing any and all further Temporary Services and Direct Placement Services without any liability to Client for interruption of pending work.

7. **EXPENSES.** To the extent that any Contract Employee incurs a necessary and reasonable expense in the performance of Services for Client, and Insight Global is required to reimburse Contract Employee for such expense under applicable law, Client agrees that Insight Global shall bill Client for such expense.

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

9. **CONVERSION.**

9.1 **Conversion.** Resumes submitted by Insight Global 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 on whose behalf Insight Global submits resumes to Client in response to Client requests. If Client or its affiliates hires, employs, or otherwise engages (for example as an independent contractor or through another staffing agency) any Contract Employee performing work for Client under this Agreement, Client shall pay Insight Global a conversion fee (the "**Conversion Fee**") in an amount according to the schedule below of the relevant Contract Employee's Annualized Compensation (as defined below):

Conversion Fee Schedule	
Length on assignment	Conversion Fee percentage
0 – 60 days	25% of Annualized Compensation
61 – 120 days	20% of Annualized Compensation
121 – 180 days	15% of Annualized Compensation
181+ days	10% of Annualized Compensation

In such circumstances, Insight Global will invoice Client for the Conversion Fee upon the later of the (i) commencement of such Contract Employee's employment or engagement with Client or (ii) the date Insight Global becomes aware of such commencement, and Client shall promptly pay the Conversion Fee 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, 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.

9.2 **Early Termination of Contract Employees.** Except to the extent set forth in Section 9.1 there are no fees associated with the early termination of Client's engagement with any Contract Employee.

9.3 Survival. Section 1.4 and Section 9 shall survive the expiration or early termination of this Agreement.

10. DIRECT PLACEMENT.

10.1 Direct Placement Fees. Resumes submitted by Insight Global 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 on whose behalf Insight Global submits resumes to Client in response to Client requests. Accordingly, Client agrees that if any Candidate submitted to Client by Insight Global is hired either directly or indirectly by Client or one of its affiliates within one hundred eighty (180) days of receipt of such person's resume, Client shall pay a placement fee equal to twenty-five percent (25%) of the Candidate's Annualized Compensation ("**Placement Fee**").

10.2 Direct Placement Guarantee. 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:

Length of Candidate's employment with Client	Refund Due
0-30 days	90% of Placement Fee
31-60 days	60% of Placement Fee
61-90 days	30% of Placement Fee

Client shall only be provided a reimbursement or a replacement Candidate if the Candidate's employment with Client ends within ninety (90) days due to Candidate's (a) unsatisfactory performance, (b) misconduct, or (c) voluntary resignation. For the avoidance of doubt, the foregoing guarantee shall not apply to any Contract Employee converted by Client pursuant to Section 9.1 above.

11. INDEMNIFICATION; LIMITATION OF LIABILITY.

11.1 Insight Global 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 legal fees and expenses) to the extent arising out of or relating to:

(a) any allegation that any work product provided pursuant to this Agreement infringes on any patent, copyright, trademark or other proprietary right of a third party,

(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 pursuant to this Agreement,

(c) any claim asserted against Client 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, or

(d) 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 grossly negligent act or willful misconduct of Insight Global, its employees or personnel.

11.2 Indemnification by Client. As operator of its business, Client controls the environment in which the Contract Employees perform work, and the details of such work. As such, Client shall perform or be responsible for the following: (a) providing Contract Employees with a safe and suitable workplace and with adequate instructions to perform their work; (b) the conduct of its own officers, employees, and agents; (c) using a Contract Employee only in assignments that match the job descriptions for which such Contract Employees is assigned; and (d) any claim by Client or any third party relating to, or arising out of, work product created by a Contract Employee for or on behalf of Client, except to the extent Insight Global is obligated to indemnify Client pursuant to Section 11.1.

11.3 Indemnification Process. As a condition to the indemnification obligations outlined above, the indemnified party shall provide such cooperation as the indemnifying party reasonably requests in connection with any investigation or defense of any such action or claim and shall furnish to the indemnifying party all information reasonably requested which relates to such action or claim at the indemnified party's expense.

11.4 Limitation of Liability.

- (a) 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.
- (b) As a condition for recovery of any liability, the parties must assert any claim under this Agreement within three (3) months after discovery or sixty (60) days after the termination or expiration of this Agreement, whichever is earlier.
- (c) In no event shall Insight Global's liability to Client exceed (a) for Temporary Services, the fees received by Insight Global from Client during the preceding six (6) month period, or (b) for Direct Placement Services, 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.

12. TIME RECORDS. Insight Global's timecard shall be the official time record for the purposes of payment for Temporary Services under Sections 5 and 6 herein. Client will approve timecards on a weekly basis. If the timecard is not approved or rejected within five (5) business days, such timecard will be presumed to be accurate. Client agrees that it shall not instruct nor permit any Contract Employee not to record and report on such Contract Employee's timecard all hours worked on by Contract Employee in connection with such engagement.

13. CONFIDENTIAL INFORMATION.

13.1 Description of 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. 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. The parties to this Agreement shall maintain, and each party shall obligate its personnel by written agreement to maintain, all Confidential Information in confidence during the term and after termination of this Agreement, not to disclose any 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:
Insight Global, LLC
1224 Hammond Drive, Suite 1500
Atlanta, GA 30346
Attn: Legal Department
404-257-7900
404-257-1070 (fax)

To Client:
Chicago Housing Authority
60 E. Van Buren Street
Chicago, Illinois 60605
Attn: Human Resources
E-mail: dmaniscal@thecha.org

15. MISCELLANEOUS.

15.1 Equipment Fees. To the extent Client requires Insight Global to furnish equipment (i.e., laptops, tablets, etc.) to any Contract Employee in order to perform the Services, Insight Global will charge Client a monthly equipment charge based on its published rates for equipment from time to time.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement.

15.3 Waiver, Amendment. Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

15.4 Severability. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect. The parties shall endeavour in good-faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces.

15.5 Binding Effect. The expiration or termination of this Agreement or any SOW will not destroy or diminish the binding force and effect of any of the provisions of this Agreement or any SOW 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, limitation of liability and indemnity.

15.6 Force Majeure. 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.

15.7 Further Assurances. A party shall, upon request of the other party, execute and deliver or cause to be executed and delivered, all such documents, deeds, and other instruments of further assurance and do or cause to be done all such acts and things as may be reasonably necessary or advisable to implement and give full effect to the provisions of this Agreement.

15.8 Successors and Assignees. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party.

15.9 Flow Downs for Clients Supporting Government Programs. Client shall incorporate in writing any terms from a prime contract that are applicable to Insight Global's Services and/or the work performed by Contract Employees into this Agreement or the applicable SOW, including but not limited to the following: (a) any prevailing wage or other wage requirements, including but not limited to FAR 52.222-41 Service Contract Labor Standards ("SCA") or FAR 52.222-6 Construction Wage Requirements ("Davis Bacon"); (b) and occupation code and title, if SCA, Davis Bacon, or other prevailing wage

requirement is applicable; (c) minimum labor category qualification requirements; and (d) security clearances (“Flow Downs”). In the event it is determined that any Flow Downs have been or are applicable to any services under this Agreement and Client failed to notify Insight Global, Client agrees to indemnify and hold harmless Insight Global for any such costs, losses, or damages which Insight Global may suffer or incur related to complying with applicable terms due to Client’s failure to notify Insight Global.

15.10 Governing Law. 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.

[Remainder of page intentionally left blank.]

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

INSIGHT GLOBAL, LLC

DocuSigned by:
Mackenzie Burros
EA4425DECE064E2...

Signature

Mackenzie Burros

Print Name

Portfolio Director

Title

CLIENT

DocuSigned by:
Sheila Johnson
02DBAECFF536465...

Signature

Sheila Johnson

Print Name

Deputy Chief Procurement Officer

Title