



DOMINUS GRAY, LLC

Securing Access to Opportunity

Master Services Agreement

Cybersecurity Staffing & Consulting Services

February 10, 2026

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CONFIDENTIAL — DO NOT DISTRIBUTE

Service-Disabled Veteran-Owned Small Business

LEGAL DISCLAIMER

This Master Services Agreement template is provided for informational and reference purposes only. It does not constitute legal advice. Both parties should have this agreement reviewed by qualified legal counsel before execution. Dominus Gray, LLC recommends that all contractual terms be reviewed and negotiated to reflect the

1. Parties

This Master Services Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between:

Dominus Gray, LLC, a Texas limited liability company and Service-Disabled Veteran-Owned Small Business (SDVOSB), with its principal place of business at 5866 East Post Oak Lane, Houston, Texas 77055 ("Provider" or "Dominus Gray"), and

Client Name: _____

Address: _____

City, State, ZIP: _____

Point of Contact: _____

Email: _____ Phone: _____

(hereinafter referred to as "Client")

Provider and Client are collectively referred to as the "Parties" and individually as a "Party."

2. Definitions

"Worker"

Any individual placed by Dominus Gray with Client, whether classified as a W-2 employee or 1099 independent contractor of Dominus Gray.

"Placement"

The assignment of a Worker to perform services for Client under a Statement of Work.

"Statement of Work" (SOW)

A written document executed by both Parties that describes the specific engagement, including role, requirements, bill rate, duration, and work location. Attached hereto as Exhibit A.

"Bill Rate"

The hourly or daily rate charged by Dominus Gray to Client for a Worker's services, as specified in the applicable SOW.

"Pay Rate"

The hourly or daily rate paid by Dominus Gray to the Worker for services performed.

"Markup"

The difference between the Bill Rate and the Pay Rate, representing Dominus Gray's margin for employment costs, overhead, and profit.

"Guarantee Period"

The ninety (90) calendar day period following a Worker's start date during which Dominus Gray guarantees the Placement, as described in Section 9.

"Direct Hire Fee"

The fee payable to Dominus Gray when Client directly hires a Worker or converts a contract Placement to permanent employment, calculated as twenty percent (20%) of the Worker's first-year annual salary.

"CUI"

Controlled Unclassified Information, as defined by 32 CFR Part 2002 and NIST SP 800-171, that requires safeguarding or dissemination controls.

3. Scope of Services

Dominus Gray shall provide cybersecurity staffing and consulting services to Client in the following engagement types:

- **3.1 Contract Staffing**

Dominus Gray places qualified cybersecurity professionals with Client on a temporary or project basis. Workers remain employees or contractors of Dominus Gray for the duration of the engagement. Dominus Gray handles all payroll, benefits, employment taxes, and workers' compensation.

- **3.2 Contract-to-Hire**

Workers are placed on a contract basis with the option for Client to convert the Worker to a direct employee after a specified evaluation period. Upon conversion, the Direct Hire Fee applies, prorated based on the length of the contract period served.

- **3.3 Direct Placement**

Dominus Gray recruits, screens, and presents qualified candidates for Client's permanent positions. A Direct Hire Fee equal to twenty percent (20%) of the Worker's first-year annual base salary is due upon the Worker's start date.

4. Engagement Process

Each staffing engagement shall follow the process outlined below:

• 4.1 Staffing Request Submission

Client submits a staffing request to Dominus Gray specifying the role, required qualifications, security clearance level, work location, anticipated start date, and budget parameters. Requests may be submitted via email, the Dominus Gray client portal, or through the designated account manager.

• 4.2 Candidate Submission Timeline

Dominus Gray shall use commercially reasonable efforts to submit qualified candidates within four to eight (4–8) weeks of receiving a complete staffing request. Timeline may vary based on clearance requirements, role specialization, and market conditions.

• 4.3 Interview Coordination

Dominus Gray coordinates all candidate interviews between the Worker and Client. Client shall provide timely feedback (within five (5) business days) following each interview to ensure efficient process progression.

• 4.4 Offer and Onboarding

Upon Client's selection of a candidate, Dominus Gray extends the offer, coordinates background verification, confirms clearance status, and manages onboarding logistics in coordination with Client's security and HR teams.

5. Worker Terms

• 5.1 Employment Relationship

During a contract or contract-to-hire Placement, the Worker shall remain an employee or independent contractor of Dominus Gray. Dominus Gray is solely responsible for the Worker's compensation, payroll taxes, benefits (if applicable), and workers' compensation insurance. Client does not assume any employer obligations with respect to the Worker.

• 5.2 Client Supervision

While performing services under this Agreement, the Worker shall be under the day-to-day supervision and direction of the Client with respect to the services performed. Client shall provide the Worker with a safe and appropriate work environment, necessary equipment, and access to systems required to perform the assigned duties.

• 5.3 Background Check and Clearance Verification

Prior to Placement, Dominus Gray shall verify the Worker's identity, employment eligibility, and security clearance status. Dominus Gray conducts comprehensive background screening including criminal history, employment verification, education verification, and professional reference checks. Clearance verification is performed through authorized channels including DCSA/DISS as applicable.

• 5.4 Non-Solicitation

Non-Solicitation Restriction

Client agrees not to directly solicit, recruit, or hire any Worker placed by Dominus Gray, or any Dominus Gray employee involved in the engagement, for a period of twelve (12) months following the Worker's last day of assignment. If Client hires a Worker during the restricted period, Client shall pay the applicable Direct Hire Fee as defined in Section 2.

6. Compensation & Billing

• 6.1 Bill Rates

Bill Rates for each Placement shall be specified in the applicable Statement of Work (Exhibit A). Rates are inclusive of Dominus Gray's markup, which covers employment costs, overhead, insurance, and margin. Rate adjustments require mutual written agreement and a revised SOW.

• 6.2 Payment Terms

Dominus Gray shall invoice Client on a bi-weekly or monthly basis, as agreed in the SOW. Payment is due Net Thirty (30) days from the invoice date. All payments shall be made in U.S. dollars via ACH, wire transfer, or check to the account designated by Dominus Gray.

• 6.3 Overtime Provisions

For hourly Workers classified as non-exempt under the Fair Labor Standards Act (FLSA), hours worked in excess of forty (40) hours per workweek shall be billed at one and one-half times (1.5x) the standard Bill Rate. Client must pre-approve all overtime in writing.

• 6.4 Invoice Disputes

Client shall notify Dominus Gray in writing of any disputed invoice amounts within fifteen (15) calendar days of receipt. Undisputed amounts remain due per the standard payment terms. The Parties shall work in good faith to resolve disputes within thirty (30) days of notice.

• 6.5 Late Payment

Late Payment Penalty

Invoices not paid within the Net 30 payment term shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. Dominus Gray reserves the right to suspend services if payment is more than sixty (60) days past due.

7. Guarantee Period

• 7.1 Contract Placement Guarantee

Dominus Gray provides a ninety (90) calendar day Guarantee Period for all contract Placements, commencing on the Worker's first day of assignment. If the Worker voluntarily resigns or is terminated for cause within the Guarantee Period, Dominus Gray shall provide a replacement candidate at no additional recruitment fee to Client.

• 7.2 Guarantee Conditions

- The guarantee applies only to terminations for cause or voluntary resignations by the Worker.
- The guarantee does not apply if Client terminates the Worker without cause, reduces the scope of work, or materially changes the job requirements from the original SOW.
- Client must notify Dominus Gray in writing within five (5) business days of the Worker's departure.
- Dominus Gray shall use commercially reasonable efforts to provide a replacement within four (4) weeks of notification.

• 7.3 Direct Hire Conversion Fee

If Client converts a contract Worker to a permanent employee at any time during or after the Placement, the following conversion fee applies:

Conversion Fee Formula

Direct Hire Conversion Fee = [ANNUAL BASE SALARY] × 20%

For contract-to-hire engagements, the conversion fee may be prorated based on the number of weeks the Worker has been on assignment, as specified in the applicable SOW.

8. Confidentiality & Security

• 8.1 Non-Disclosure

All Workers placed by Dominus Gray are bound by a Non-Disclosure Agreement (NDA) prior to assignment. Workers shall not disclose, use, or retain any confidential or proprietary information of Client, except as necessary to perform the assigned services.

• 8.2 Controlled Unclassified Information (CUI)

Where the engagement involves access to CUI, Workers shall comply with all applicable safeguarding requirements as defined by NIST SP 800-171, DFARS 252.204-7012, and the CMMC framework. Dominus Gray shall ensure Workers receive CUI-specific handling training prior to accessing controlled information.

• 8.3 Security Clearance Maintenance

Workers holding active security clearances shall maintain their clearance in good standing throughout the Placement. Dominus Gray shall promptly notify Client of any change in a Worker's clearance status, including suspension, revocation, or downgrade.

• 8.4 CMMC Compliance

All Workers placed by Dominus Gray shall comply with the Client's CMMC requirements at the level appropriate for the data they will access. Workers must maintain appropriate clearance levels and certifications as required by the applicable CMMC maturity level throughout the duration of the Placement. Dominus Gray shall verify CMMC awareness and compliance readiness prior to Worker assignment.

• 8.5 CUI Awareness Training

All Workers who will handle Controlled Unclassified Information (CUI) must complete CUI awareness training before placement. Training must cover CUI identification, marking, handling, storage, and destruction requirements in accordance with 32 CFR Part 2002 and NIST SP 800-171. Dominus Gray shall provide documentation of training completion to Client prior to the Worker's first day of assignment.

• 8.6 Background Check Requirements

All Workers undergo the following pre-placement screening:

- Criminal background check (7-year history, all jurisdictions)
- Employment verification (last 10 years)
- Education and certification verification

- Professional reference checks (minimum 3 references)
- Security clearance verification through authorized channels (DCSA/DISS)
- Drug screening (as required by Client or contract vehicle)

9. Insurance & Liability

• 9.1 Insurance Coverage

Dominus Gray maintains the following insurance coverage for all Placements:

- Workers' Compensation Insurance — as required by the State of Texas and applicable jurisdictions
- Commercial General Liability (CGL) — minimum \$1,000,000 per occurrence / \$2,000,000 aggregate
- Professional Liability / Errors & Omissions (E&O) — minimum \$1,000,000 per occurrence
- Cyber Liability Insurance — minimum \$1,000,000 per occurrence
- Umbrella/Excess Liability — minimum \$2,000,000

• 9.2 Limitation of Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO DOMINUS GRAY DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

• 9.3 Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from and against any third-party claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of the indemnifying Party's negligence, willful misconduct, or breach of this Agreement.

10. Term & Termination

• 10.1 Initial Term

This Agreement shall commence on the Effective Date and continue for an initial term of twelve (12) months. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

• 10.2 Individual Placement Termination

Either Party may terminate an individual Placement by providing two (2) weeks' written notice to the other Party. Client remains responsible for all fees incurred through the Worker's last day of assignment.

• 10.3 Agreement Termination

Either Party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other Party. Termination of the Agreement does not affect existing Placements, which shall continue through the end of their respective SOW terms unless separately terminated.

• 10.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days of written notice; (b) becomes insolvent, files for bankruptcy, or ceases to conduct business in the normal course.

• 10.5 Effect of Termination

- All outstanding invoices become due and payable within thirty (30) days of termination.
- Existing Placements continue through their SOW term unless separately terminated.
- Confidentiality obligations survive termination indefinitely.
- Non-solicitation restrictions survive termination for the specified twelve (12) month period.
- Indemnification obligations survive termination.

11. General Provisions

• 11.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law principles.

• 11.2 Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be submitted to good faith mediation. If mediation fails to resolve the dispute within sixty (60) days, either Party may pursue binding arbitration in Harris County, Texas, in accordance with the rules of the American Arbitration Association. The prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

• 11.3 Force Majeure

Neither Party shall be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, government actions, natural disasters, pandemics, war, terrorism, or labor disputes.

• 11.4 Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all of its assets.

• 11.5 Notices

All notices under this Agreement shall be in writing and delivered by certified mail, overnight courier, or email with confirmation of receipt to the addresses set forth in Section 1.

• 11.6 Entire Agreement

This Agreement, together with all SOWs and exhibits, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, representations, and understandings. No modification shall be effective unless in writing and signed by both Parties.

• 11.7 Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12. Signature Block

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date written above.

DOMINUS GRAY, LLC ("Provider")

Authorized Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

CLIENT ("Client")

Authorized Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit A: Statement of Work Template

STATEMENT OF WORK (SOW)

This Statement of Work is entered into pursuant to the Master Services Agreement dated _____ between Dominus Gray, LLC and _____ ("Client").

SOW Number: DG-SOW-_____ Effective Date: _____

FIELD	VALUE
Role Description	
Required Qualifications	
Preferred Qualifications	
Security Clearance Level	<input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> TS/SCI <input type="checkbox"/> Other: _____
Certifications Required	

Bill Rate (Hourly) \$_____ / hour

Bill Rate (Daily) \$_____ / day (if applicable)

Estimated Start Date

Estimated Duration 3 months 6 months 12 months Other: _____

Work Location On-site Remote Hybrid Location: _____

Work Schedule Full-time (40 hrs/wk) Part-time: _____ hrs/wk

Overtime Authorization Pre-approved Requires written approval Not applicable

Engagement Type Contract Contract-to-Hire Direct Placement

Special Requirements

Authorized Signatures:

Dominus Gray, LLC
Name / Title: _____ Date: _____
Client
Name / Title: _____ Date: _____