

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is made effective as of [DATE] ("Effective Date"), by and between Chris Cooper d/b/a Null State, having a principal place of business in Texas ("Operator"), and [CLIENT COMPANY NAME] ("Client").

1. SCOPE OF SERVICES Operator acts as an independent contractor to provide services ("Services") and deliverables ("Deliverables") as defined exclusively in written Statements of Work ("SOW") executed by both parties. This Agreement governs all SOWs. In the event of a conflict, this Agreement shall control unless an SOW explicitly states otherwise. Operator retains sole control over the manner, means, methods, and sequencing of performance.

1.1 Fixed-Time / Variable-Scope Protocol Client acknowledges that Operator works in fixed-duration cycles ("Sprints") with a capped budget. To ensure on-time delivery, Operator retains the right to prioritize "Critical Path" features over "Nice-to-Have" features. If technical constraints jeopardize the deadline, Operator may reduce the fidelity of lower-priority features (e.g., swapping a "Live Video" feature for a "Photo Upload" feature) to maintain the delivery schedule. Such adjustments shall not constitute a breach of this Agreement.

1.2 Limited 30-Day Performance Warranty Operator warrants that for a period of **thirty (30) days** following the delivery of the final Deliverables ("Warranty Period"), the Deliverables will substantially function according to the specifications defined in the SOW. Operator agrees to correct, at no additional cost, any reproducible bugs or defects reported during this period.

- **Exclusions:** This warranty DOES NOT cover defects arising from: (a) modifications made by Client or third parties; (b) updates to third-party APIs, libraries, or hosting environments after delivery; or (c) user error or misuse.

1.3 Maintenance Handoff ("Lifeboat Protocol") Operator does not offer long-term maintenance retainers. Upon conclusion of the engagement, Operator may provide referrals to third-party development agencies, freelancers, or hiring guides ("Lifeboat Protocol") to assist Client in securing ongoing support.

- **Disclaimer:** Client acknowledges that these referrals are provided solely as a professional courtesy. Operator does not employ, supervise, or guarantee the work of these third parties. Any engagement of a referred vendor is at Client's sole discretion and risk.

2. LEGACY SYSTEMS & LIABILITY SHIELD (CRITICAL) Client acknowledges that Operator is frequently engaged to assess, modify, stabilize, or diagnose pre-existing systems, codebases, infrastructure, or strategies ("Legacy Systems").

2.1 No Liability for Legacy Defects Operator shall not be liable for bugs, security vulnerabilities, data breaches, outages, losses, or failures arising from: (a) pre-existing code, data, or architecture; (b) third-party platforms, APIs, libraries, or dependencies; (c) decisions made by prior developers, vendors, or Client.

2.2 “As-Is” Assessment Any diagnostic reports or findings represent a snapshot in time based solely on access and information provided. Operator does not warrant that all latent or hidden defects will be discovered.

3. DELAYS AND REMEDIES

3.1 Excusable Delays (Client-Caused) If Operator is delayed due to Client’s failure to provide credentials, approvals, access, feedback, or required assets, the applicable End Date shall be extended on a day-for-day basis without penalty.

3.2 Unforeseen Technical Blockers If Operator discovers previously unknown technical conditions that materially alter Scope (including but not limited to encrypted data, missing credentials, or corrupted systems), Operator shall issue a Change Order. All work pauses until the Change Order is accepted.

3.3 Operator Cure Period (Sole Remedy) If Operator fails to deliver agreed Deliverables by the End Date solely due to Operator’s negligence, Operator shall have a one-time cure period of up to fourteen (14) days to complete performance at no additional cost. This cure period shall be Client’s exclusive and sole remedy for delay.

4. INTELLECTUAL PROPERTY & PUBLICITY

4.1 Client Ownership Upon full payment, Client shall own all right, title, and interest in the custom Deliverables expressly defined in the applicable SOW.

4.2 Operator Background IP Operator retains all ownership rights to pre-existing tools, scripts, libraries, templates, diagnostic methodologies, frameworks, and “Null State” intellectual property (“Background IP”).

All diagnostic frameworks, methodologies, rubrics, and report templates used by Null State remain the intellectual property of Null State. Client receives a license to use the specific report deliverables for internal decision-making but not to resell, redistribute, or rebrand the underlying methodology.

Operator grants Client a non-exclusive, perpetual, non-transferable license to use Background IP solely as embedded in the Deliverables. Client may not resell, sublicense, distribute, or reverse-engineer Operator’s Background IP.

4.3 Portfolio & Attribution Unless Client revokes permission in writing, Operator may list Client’s name and logo in Operator’s portfolio, website, or credentials to demonstrate professional experience. No confidential or proprietary details shall be disclosed.

5. FEES AND PAYMENT

5.1 Non-Refundable Diagnostic & Verdict Authority Fees paid for Diagnostic or Audit phases are non-refundable. The Operator retains sole discretion to determine the technical viability

("Verdict") of the project (Green, Amber, Red, Purple, or Blue) based on the Operator's proprietary Build Viability Index. Client acknowledges that a "Stop" (Red) or "Narrow" (Amber) verdict does not constitute a failure to perform services, but rather a successful identification of risk.

5.2 Payment Terms Payment schedules are defined in the applicable SOW. Late payments accrue interest at 1.5% per month or the maximum permitted by law.

5.3 Non-Binding Initial Estimates Any prices, timelines, or scope ranges provided by Operator prior to the completion of a "Project Diagnostic" or the execution of a definitive Statement of Work (SOW) are non-binding estimates for discussion purposes only. Client acknowledges that accurate pricing cannot be determined until the Diagnostic is complete. Operator reserves the right to revise all estimates based on the findings of the Diagnostic.

6. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW,
OPERATOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL,
CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR DATA.
OPERATOR'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO
THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO
OPERATOR UNDER THE APPLICABLE SOW GIVING RISE TO THE CLAIM.

7. INDEMNIFICATION Client agrees to indemnify, defend, and hold harmless Operator from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from: (a) Client's use or misuse of the Deliverables; (b) defects in Client's Legacy Systems; (c) Client's negligence, misconduct, or violation of law.

8. NON-SOLICITATION During the term of this Agreement and for twelve (12) months thereafter, Client shall not solicit, recruit, or hire Operator as an employee or contractor without Operator's written consent.

9. TERMINATION

9.1 For Convenience Either party may terminate an active SOW with seven (7) days' written notice. Client remains obligated to pay for all Services performed or scheduled through the termination date.

9.2 For Cause Operator may terminate immediately for non-payment, illegal activity, or if the technical environment is determined to be unsalvageable.

10. CONFIDENTIALITY Confidentiality obligations between the parties are governed by the Mutual Non-Disclosure Agreement executed between the parties, if any.

11. GENERAL PROVISIONS

- **Governing Law:** State of Texas
- **Venue:** Exclusive jurisdiction in state or federal courts located in Harris County, Texas

- **Force Majeure:** Neither party is liable for failure to perform due to causes beyond reasonable control
- **Severability:** Invalid provisions do not affect the remainder
- **Entire Agreement:** This Agreement and all SOWs constitute the entire agreement between the parties

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OPERATOR: Chris Cooper d/b/a Null State Signature:

____ Printed Name: Chris Cooper Title: Owner / Operator
Date: _____

CLIENT: [CLIENT COMPANY NAME] Signature: _____

Printed Name: _____ Title: _____
____ Date: _____