

MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into as of the First day of January, 2024 ("Effective Date"), by and between:

Vendor: Strategic Services LLC

Agreement Number: MSA-2024-OPS-117

and

Client: _____

1. DEFINITIONS

1.1 "Services" shall mean strategic consulting, project management, technical advisory services, and ongoing operational and technical support provided by the Vendor.

1.2 "Deliverables" shall mean all reports, documentation, analyses, systems, or materials produced under this Agreement.

2. SCOPE OF SERVICES

2.1 The Vendor agrees to perform professional services including but not limited to strategic planning, operational consulting, technical implementation, advisory support, and project execution.

2.2 Services may be provided through individual Statements of Work ("SOWs") executed under this Agreement.

3. TERM

3.1 This Agreement shall commence on the Effective Date and shall continue for a period of Three (3) years from the Effective Date unless earlier terminated pursuant to this Agreement.

4. FEES AND COMPENSATION

4.1 The total contract value under this Agreement is \$875,000.

4.2 Payment shall be made in accordance with the following terms: Quarterly invoicing, NET 45 days from invoice date.

4.3 All fees are exclusive of taxes, duties, or governmental charges.

5. CONFIDENTIALITY

5.1 Each party agrees to maintain the confidentiality of all non-public, proprietary, or confidential information received during the term of this Agreement.

5.2 Confidential information shall not be disclosed to any third party without prior written consent.

6. LIMITATION OF LIABILITY

6.1 Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement.

6.2 Total liability under this Agreement shall not exceed the total fees paid under this Agreement.

7. TERMINATION

7.1 Either party may terminate this Agreement upon ninety (90) days written notice.

7.2 Either party may terminate immediately for material breach if such breach is not cured within thirty (30) days of notice.

8. GOVERNING LAW

8.1 This Agreement shall be governed by and construed in accordance with applicable laws of the governing jurisdiction.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

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

SIGNATURES

Authorized Signatory

Vendor

Date: _____

Authorized Signatory

Client

Date: _____