

MASTER SERVICES AGREEMENT

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

AIGENIE, a company organized under the laws of [Jurisdiction], with principal place of business at [address] ("Customer"); and Each Supplier engaged by Customer to provide Services ("Supplier").

1. Definitions

Services, Incident, High Risk Incident, Medium Risk Incident, Low Risk Incident.

2. Scope and Statements of Work

Each SOW will reference this Agreement and describe scope, deliverables, acceptance criteria, pricing, and any site- or project-specific SLAs.

3. Service Levels and Incident Response (applies to all Suppliers)

3.1 Incident Response and Resolution Timeframes:

- High Risk: initial response within 2 hours and full resolution within 1 business day (24 hours) from detection or notice.
- Medium Risk: initial response within 8 hours and full resolution within 5 business days.
- Low Risk: initial response within 24 hours and full resolution within 30 calendar days.

3.2 Escalation

Supplier must maintain an escalation matrix in each SOW. If resolution deadlines are not met, Supplier will escalate to the next management level within 2 hours of a missed SLA for High Risk, and within 24 hours for other priorities.

3.3 Remedies and Service Credits

For Supplier failure to meet the foregoing resolution timeframes, Customer shall be entitled to service credits and other remedies as set out in the applicable SOW. Service credits are the sole and exclusive remedy for SLA nonperformance, except for confidentiality or data protection breaches.

4. Supplier Obligations

Personnel; Subcontracting; Compliance; Change Control. Subcontracting requires prior written consent.

5. Fees and Payment

Fees and payment terms will be set out in each SOW.

6. Confidentiality and Data Protection

Supplier shall implement appropriate technical and organizational measures to protect Customer Data and shall process Customer Data only per Customer instructions. Supplier shall notify Customer of any data breach without undue delay, and assist with regulatory obligations.

7. Audit Rights

Customer shall have the right to audit Supplier's relevant systems, records, and processes to verify compliance with this Agreement.

8. Indemnification

Supplier shall indemnify, defend and hold harmless Customer from third-party claims arising out of Supplier's negligence, breach, or willful misconduct.

9. Limitation of Liability

Except for liability arising from gross negligence, willful misconduct, indemnification obligations, or breach of confidentiality/privacy, each party's aggregate liability is limited to fees paid in the preceding 12 months under the applicable SOW.

10. Insurance

Supplier shall maintain commercial general liability, professional liability/E&O, and cyber liability insurance with minimum limits specified in the SOW.