

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into by and between **Acme Innovations Pvt. Ltd.**, a company incorporated under the laws of India with its principal office at 22 GreenTech Park, Bengaluru, Karnataka ("Client"), and **NovaTech Solutions LLC**, a Delaware limited liability company with offices at 1450 Market Street, San Francisco, CA ("Vendor"). Collectively, they are referred to as the "Parties."

1. Effective Date

This Agreement shall be effective as of January 1, 2025 ("Effective Date").

2. Term

The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years, unless terminated earlier in accordance with Section 7 below.

3. Scope of Services

Vendor shall provide technology development, systems integration, AI model optimization, and related professional services ("Services") to Client as described in individual Statements of Work ("SOWs") executed by both Parties. Each SOW shall outline specific deliverables, timelines, acceptance criteria, and pricing.

4. Governing Law

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

5. Payment Terms

Client shall pay Vendor all fees described in applicable SOWs. Unless otherwise specified, invoices shall be payable within thirty (30) days of receipt. Any late payment may incur interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower. All fees are exclusive of applicable taxes.

6. Confidentiality

Each Party agrees that all confidential and proprietary information disclosed under this Agreement ("Confidential Information") shall be kept strictly confidential and used solely for purposes of performing obligations under this Agreement. Obligations of confidentiality shall survive for five (5) years following termination.

7. Termination

Either Party may terminate this Agreement upon sixty (60) days' prior written notice. A Party may terminate this Agreement immediately if the other Party commits a material breach and fails to cure such breach within thirty (30) days after receiving written notice.

8. Auto-Renewal (Risky Clause)

Upon expiration of the initial Term, this Agreement shall automatically renew for successive one (1)-year periods unless either Party provides written notice of non-renewal at least fifteen (15) days prior to the renewal date.

Severity: Medium (Notice period < 30 days).

9. Indemnity (Risky Clause)

Vendor shall indemnify, defend, and hold harmless Client, its affiliates, and officers from all claims, liabilities, damages, and losses arising out of Vendor's performance of Services. This indemnity is broad in scope and not limited to third-party claims.

Severity: High.

10. Liability Cap

Except for breaches of confidentiality or indemnity obligations, Vendor's total liability under this Agreement shall not exceed USD 500,000 ("Liability Cap").

11. Evidence Spans

The extracted clauses correspond to the following text spans:

- **Auto-renewal clause**: Section 8
- **Broad indemnity**: Section 9
- **High liability cap**: Section 10
- **Confidentiality obligations**: Section 6

12. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Client Representative: Jane Doe, Director of Operations

Vendor Representative: John Smith, Chief Service Officer

Document Date: January 1, 2025

Execution Date: December 7, 2025