

MASTER SERVICE AGREEMENT

Effective Date: January 1, 2026

Between: Acme Corp (Client) and Beta Solutions LLC (Contractor)

1. INDEMNIFICATION

The Contractor shall fully indemnify, defend, and hold harmless the Client, its officers, directors, and employees from and against any and all claims, losses, damages, liabilities, costs, and expenses (including but not limited to attorney fees and court costs) arising out of or relating to the Contractor's performance or failure to perform under this Agreement. This indemnification obligation is irrevocable and shall survive the termination of this Agreement.

2. LIMITATION OF LIABILITY

The aggregate liability of the Contractor under this Agreement shall not exceed the total fees paid by the Client during the twelve (12) months preceding the claim. In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or business opportunities, regardless of the cause of action or theory of liability.

3. PAYMENT TERMS

All invoices are due net 30 from the date of receipt. Late payment will incur a penalty of 1.5% per month on the outstanding balance. Milestone payments shall be made according to the following schedule:

Milestone	Deliverable	Amount (USD)	Due Date
Phase 1	Requirements & Design	\$25,000	Feb 15, 2026
Phase 2	Development & Testing	\$50,000	Apr 30, 2026
Phase 3	Deployment & Training	\$15,000	Jun 15, 2026
Final	Acceptance & Sign-Off	\$10,000	Jul 1, 2026

4. TERMINATION

Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party. The Client may immediately terminate this Agreement without notice if the Contractor materially breaches any provision and fails to cure such breach within fifteen (15) days of written notification. Upon termination for cause, the Contractor shall forfeit any unpaid fees for incomplete milestones.

5. NON-COMPETE AND RESTRICTIVE COVENANT

The Contractor agrees to a worldwide non-competition restriction for a period of five (5) years following the termination of this Agreement. During this period, the Contractor shall not directly or indirectly engage in any business that competes with the Client's core business activities, nor solicit any of the Client's employees, contractors, or customers.

Restricted Activities Summary:

Activity	Restriction Period	Geographic Scope	Risk Level
Direct Competition	5 years	Worldwide	High
Employee Solicitation	3 years	North America	Medium
Customer Solicitation	2 years	United States	Medium
Trade Secret Use	Indefinite	Worldwide	High

6. DISPUTE RESOLUTION AND ARBITRATION

Any dispute arising under or in connection with this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties expressly waive their right to jury trial. The arbitration shall take place in New York, New York, and the decision of the arbitrator shall be final and enforceable in any court of competent jurisdiction. The prevailing party shall be entitled to recover reasonable attorney fees and costs.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.