

MASTER SERVICES AGREEMENT

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

HigherTech Inc., a [State of Incorporation] corporation with its principal place of business at [Address] ("Client"),

AND

[Service Provider Name], a [State of Incorporation] corporation with its principal place of business at [Address] ("Provider").

Client and Provider may be referred to individually as a "Party" and collectively as the "Parties."

1. SERVICES AND STATEMENTS OF WORK

1.1 Scope. Provider agrees to perform the consulting, development, migration, or technical services ("Services") described in one or more Statements of Work ("SOW") signed by both Parties. **1.2 Conflict.** In the event of a conflict between the terms of this Agreement and a SOW, the terms of this Agreement shall prevail unless the SOW explicitly states that it overrides a specific section of this Agreement. **1.3 Change Orders.** Any changes to the scope of Services must be agreed upon in writing via a Change Order signed by both Parties.

2. COMPENSATION AND PAYMENT

2.1 Fees. Client shall pay Provider the fees set forth in the applicable SOW. **2.2 Expenses.** Client shall reimburse Provider for reasonable, pre-approved out-of-pocket expenses incurred in the performance of Services (e.g., travel software licenses). **2.3 Payment Terms.** Invoices will be submitted monthly. Client shall pay all undisputed invoices within **thirty (30) days** of receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by law. **2.4 Taxes.** Fees are exclusive of taxes. Client is responsible for all sales, use, and value-added taxes, excluding taxes based on Provider's net income.

3. INTELLECTUAL PROPERTY

3.1 Client Ownership. Upon full payment, Client shall own all right, title, and interest in and to the custom deliverables created specifically for Client under this Agreement ("Deliverables"). The Deliverables shall be deemed "works made for hire." **3.2 Provider Background IP.** Provider retains all ownership of its pre-existing materials, methodologies, code libraries, and generic tools ("Provider IP"). Provider grants Client a perpetual, non-exclusive, royalty-free

license to use any Provider IP incorporated into the Deliverables solely for the purpose of utilizing the Deliverables.

4. CONFIDENTIALITY & DATA SECURITY

4.1 Definition. "Confidential Information" includes any non-public technical, financial, or business information disclosed by one Party to the other. **4.2 Obligations.** The receiving Party agrees to: (a) hold Confidential Information in strict confidence; (b) not disclose it to third parties without consent; and (c) use it only to perform obligations under this Agreement. **4.3 Data Security.** Provider represents that it maintains industry-standard security measures (appropriate for cloud migration services) to protect Client's data against unauthorized access or loss.

5. WARRANTIES

5.1 Performance. Provider warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards. **5.2 Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THIS SECTION, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

6.1 Cap on Damages. EXCEPT FOR CONFIDENTIALITY BREACHES OR GROSS NEGLIGENCE, EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO PROVIDER UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. **6.2 Exclusion.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR DATA).

7. TERM AND TERMINATION

7.1 Term. This Agreement commences on the Effective Date and continues until terminated. **7.2 Termination for Convenience.** Client may terminate this Agreement or any SOW at any time upon **thirty (30) days** written notice to Provider. Client is responsible for payment for all Services performed up to the termination date. **7.3 Termination for Cause.** Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to cure such breach within **fifteen (15) days** of receiving notice.

8. GENERAL PROVISIONS

8.1 Independent Contractor. Provider is an independent contractor, not an employee or partner of Client. **8.2 Non-Solicitation.** During the term of this Agreement and for one (1) year thereafter, neither Party will directly solicit for employment any employee of the other Party who was involved in the Services. **8.3 Governing Law.** This Agreement shall be governed by the

laws of the State of [State], without regard to its conflict of laws principles. **8.4 Entire Agreement.** 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.

HigherTech Inc. Signature: _____ Name: _____

Title: _____ Date: _____

[Provider Name] Signature: _____ Name: _____

Title: _____ Date: _____