

# MASTER SERVICES AND LICENSING AGREEMENT

## Agreement Reference: MSA-2025-Q2-CORP-FIN

This Master Services and Licensing Agreement ("Agreement") is made and entered into as of this twentieth day of June, 2025 ("Effective Date"), by and between **Global Innovations Corp.**, a Delaware corporation with its principal place of business at 123 Tech Avenue, Innovation City, DE 19901 ("Innovations"), and **Future Solutions LLC**, a California limited liability company with its principal place of business at 456 Business Boulevard, Suite 500, Venture Valley, CA 94105 ("Solutions"). Innovations and Solutions may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

WHEREAS, Innovations is a provider of advanced data analytics software and related professional services;

WHEREAS, Solutions desires to engage Innovations to provide such software and services, and Innovations desires to provide such software and services to Solutions, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## SECTION 1: DEFINITIONS

1.1 "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 "Confidential Information" shall include, but not be limited to, all information designated as "Confidential," "Proprietary," or some similar designation, or that a reasonable person would understand to be confidential. This includes software, source code, documentation, financial data, business plans, customer lists, and any notes or analyses derived therefrom.

1.3 "Documentation" means the user manuals, specifications, and other materials provided by Innovations that describe the functionality of the Software.

1.4 "Intellectual Property Rights" means all patent rights, copyright rights, trademark rights, trade secret rights, and other intellectual property rights as may now exist or hereafter come into existence.

1.5 "Services" means the professional services, including implementation, training, and support, to be provided by Innovations as described in a Statement of Work.

1.6 "Software" means the proprietary software products of Innovations licensed to Solutions under this Agreement.

1.7 "Statement of Work" (SOW) means a written document, mutually executed by the Parties, that details the specific Services, Software, fees, and timelines for a particular engagement. Each SOW shall be incorporated into and become a part of this Agreement.

## **SECTION 2: LICENSE GRANT & RESTRICTIONS**

2.1 License Grant. Subject to the terms of this Agreement, Innovations grants to Solutions a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Software and Documentation during the Term solely for its internal business operations.

2.2 Restrictions. Solutions shall not (and shall not permit any third party to): (a) decompile, reverse engineer, or otherwise attempt to derive the source code for the Software; (b) distribute, sell, lease, or sublicense the Software; (c) use the Software to provide services to third parties; (d) modify or create derivative works of the Software; or (e) remove any proprietary notices from the Software or Documentation.

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2.3 License Grant (Affiliate Use). Subject to the terms of this Agreement and any applicable SOW, Innovations grants to Solutions' designated Affiliates a non-exclusive, non-transferable license to use the Software as specified herein, provided that Solutions remains fully liable for all acts and omissions of its Affiliates.

2.4 Restrictions (Extended). Solutions further agrees that it shall not use the Software in any manner that violates any applicable law or regulation. Any use of the Software for benchmarking or competitive analysis is expressly prohibited without the prior written consent of Innovations. The licenses granted herein are limited to the number of users, servers, or other metrics specified in the applicable SOW.

## **SECTION 3: PROFESSIONAL SERVICES**

3.1 Statements of Work. The Parties may from time to time execute SOWs for the provision of Services. Each SOW will define the scope, deliverables, fees, and schedule for the Services. In the event of a conflict between an SOW and this Agreement, the terms of this Agreement shall prevail unless the SOW expressly states its intent to override a specific provision of this Agreement.

3.2 Performance. Innovations will perform the Services in a professional and workmanlike manner, consistent with industry standards. Innovations shall have sole control over the methods, details, and means of performing the Services.

3.3 Cooperation. Solutions agrees to provide Innovations with timely access to its personnel, facilities, and information as reasonably required for the performance of the Services. Any delays caused by Solutions' failure to cooperate may result in an adjustment of the project schedule and fees.

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3.4 Change Orders. If either Party wishes to change the scope of the Services in an SOW, it shall submit a written change order request to the other Party. No change will be effective until both Parties have executed a written change order document. Innovations reserves the right to adjust fees and schedules in response to any such change.

3.5 Acceptance. Deliverables provided under an SOW shall be deemed accepted by Solutions within ten (10) business days of delivery unless Solutions provides written notice of non-conformance. Innovations shall use commercially reasonable efforts to correct any

reported non-conformance.

## **SECTION 4: WARRANTIES & DISCLAIMERS**

4.1 Software Warranty. Innovations warrants that for a period of ninety (90) days from the date of delivery, the Software will perform in all material respects in accordance with the Documentation. The sole and exclusive remedy for a breach of this warranty shall be, at Innovations' option, to either correct the non-conforming Software or provide a refund of the license fees paid for such Software.

4.2 Services Warranty. Innovations warrants that the Services will be performed in a professional manner. The sole remedy for a breach of this warranty is the re-performance of the deficient Services.

4.3 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, THE SOFTWARE, SERVICES, AND DOCUMENTATION ARE PROVIDED "AS IS." INNOVATIONS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

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4.4 **Further Disclaimers.** Innovations does not warrant that the Software will be error-free or that its operation will be uninterrupted. The warranties in this Section 4 are for the sole benefit of Solutions and are not transferable. Any unauthorized modification to the Software by Solutions shall void these warranties. The warranties stated herein are exclusive of any other warranties.

## **SECTION 5: INDEMNIFICATION**

5.1 Indemnification by Innovations. Innovations will defend, indemnify, and hold harmless Solutions and its Affiliates from and against any third-party claim, suit, or proceeding alleging that the Software infringes any U.S. patent, copyright, or trademark, provided that Solutions: (a) gives Innovations prompt written notice of the claim; (b) allows Innovations to control the defense and settlement of the claim; and (c) provides reasonable cooperation.

5.2 Indemnification by Solutions. Solutions will defend, indemnify, and hold harmless Innovations and its Affiliates from and against any claim arising from (a) Solutions' unauthorized use of the Software, or (b) a breach of Solutions' obligations under this Agreement.

## **SECTION 6: LIMITATION OF LIABILITY**

6.1 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 Total Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY SOLUTIONS TO

INNOVATIONS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **SECTION 7: CONFIDENTIALITY**

7.1 Obligations. The receiving Party agrees to hold the disclosing Party's Confidential Information in strict confidence and to take all reasonable precautions to protect such information. The receiving Party shall not use or disclose the Confidential Information except as expressly permitted by this Agreement.

7.2 Permitted Disclosure. The receiving Party may disclose Confidential Information to its employees, agents, or contractors who have a need to know, provided they are bound by confidentiality obligations at least as restrictive as those herein.

7.3 Required Disclosure. If the receiving Party is compelled by law to disclose Confidential Information, it shall provide the disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing Party's cost, if the disclosing Party wishes to contest the disclosure.

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7.4 Return of Information. Upon termination of this Agreement, or upon the disclosing Party's request, the receiving Party shall promptly return or destroy all materials containing Confidential Information and certify such destruction in writing.

7.5 Survival. The obligations of confidentiality set forth in this Section 7 shall survive the termination of this Agreement for a period of five (5) years. Confidential Information that constitutes a trade secret shall be protected for as long as it remains a trade secret under applicable law.

## **SECTION 8: GOVERNING LAW**

8.1 Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal action will be brought exclusively in the federal or state courts located in the County of New Castle, Delaware.

8.2 Dispute Resolution. The Parties agree to first attempt to resolve any dispute arising out of this Agreement through good faith negotiations between senior executives. If the dispute is not resolved within thirty (30) days, either Party may pursue legal remedies as provided herein.

This concludes the sample text. Repeating this entire block or individual sections will quickly generate a very large document for your testing purposes.