

# MASTER SERVICES AGREEMENT

Contract Reference: MSA-2024-0847

**BETWEEN**

Meridian Technologies Corporation  
("Provider")

**AND**

Apex Financial Services, Inc.  
("Client")

*Effective Date: January 1, 2025*

*Contract Value: \$4,850,000 (Annual)*

## 1. Parties and Definitions

This Master Services Agreement ("Agreement") is entered into as of January 1, 2025 ("Effective Date") by and between:

### PROVIDER:

Meridian Technologies Corporation  
1847 Innovation Boulevard, Suite 2400  
San Francisco, CA 94105  
Tax ID: 94-2847193  
DUNS Number: 847291038  
Primary Contact: Jennifer Walsh, CFO  
Email: [jwalsh@meridiantech.com](mailto:jwalsh@meridiantech.com)  
Phone: (415) 555-8200

### CLIENT:

Apex Financial Services, Inc.  
500 Park Avenue, 42nd Floor  
New York, NY 10022  
Tax ID: 13-4829174  
DUNS Number: 629184735  
Primary Contact: Richard Blackstone, CIO  
Email: [rblackstone@apexfinancial.com](mailto:rblackstone@apexfinancial.com)  
Phone: (212) 555-9400

### DEFINITIONS:

"Confidential Information" means all non-public information disclosed by either party, including but not limited to: trade secrets, customer data, financial information, business strategies, technical specifications, and pricing structures.

"Services" means the cloud platform services, technical support, and professional services described in Exhibit A.

"Service Level Agreement" or "SLA" means the performance standards set forth in Exhibit B.

## 2. Scope of Services

Provider agrees to deliver the following services to Client during the Term:

### 2.1 Platform Services

- CloudSync Enterprise Platform License (unlimited users)
- Real-time data synchronization across 12 global data centers
- API access with 50,000 requests per minute limit
- Custom dashboard and reporting module
- Integration with Client's existing SAP and Salesforce systems

Platform Specifications:

- Storage Allocation: 50 TB primary, 100 TB backup
- Compute Resources: 500 vCPU cores, 2 TB RAM
- Network Bandwidth: 10 Gbps dedicated
- Database: PostgreSQL Enterprise with multi-region replication

### 2.2 Professional Services

- Implementation and configuration: 2,400 hours
- Data migration services: 800 hours
- Custom development: 1,200 hours
- Training and enablement: 400 hours
- Project management: 600 hours

Professional Services Rates:

- Technical Architect: \$350/hour
- Senior Consultant: \$275/hour
- Consultant: \$225/hour
- Technical Support: \$175/hour

## 3. Financial Terms

### 3.1 Fees and Payment Schedule

Total Annual Contract Value: \$4,850,000

Payment Schedule:

Payment	Due Date	Amount	Description
1	Jan 15, 2025	\$1,212,500	Q1 Platform + Services
2	Apr 15, 2025	\$1,212,500	Q2 Platform + Services
3	Jul 15, 2025	\$1,212,500	Q3 Platform + Services
4	Oct 15, 2025	\$1,212,500	Q4 Platform + Services

Payment Terms: Net 30 days from invoice date

Late Payment Fee: 1.5% per month on overdue balances

Wire Transfer Details:

- Bank: JPMorgan Chase
- Account Name: Meridian Technologies Corporation
- Account Number: 847291038475
- Routing Number: 021000021
- SWIFT Code: CHASUS33

### 3.2 Volume Discounts

Client has negotiated the following volume discount structure:

- Base discount: 15% off list price (already applied)
- Additional 5% discount if Year 2 renewal is signed by October 2025
- Additional 3% discount for payment within 15 days

List Price Reference:

- CloudSync Enterprise: \$3,200,000/year (discounted to \$2,720,000)
- Professional Services: \$2,500,000 (discounted to \$2,130,000)

## 4. Confidentiality and Data Protection

### 4.1 Confidentiality Obligations

Both parties agree to maintain strict confidentiality of all proprietary information exchanged under this Agreement. Confidential Information includes:

- Client's customer data, including 2.3 million customer records
- Client's financial trading algorithms and strategies
- Provider's source code and technical architecture
- Pricing terms and discount structures
- Security configurations and access credentials

API Keys and Credentials (for implementation team only):

- Production API Key: msk\_prod\_8472jf93kd82hf7463jd8274
- Staging API Key: msk\_stg\_2947dh38fn47d829fn4827
- Admin Portal: <https://admin.meridiantech.com/apex>
- Admin Username: apex\_admin
- Temporary Password: Apex2025!Secure#847 (must change on first login)

### 4.2 Data Processing Terms

Provider acts as Data Processor for Client's customer data under GDPR, CCPA, and applicable privacy regulations.

Data Residency Requirements:

- Primary: US-East (Virginia)
- Backup: US-West (Oregon) and EU-West (Dublin)
- Client's EU customer data must remain within EU data centers

Encryption Standards:

- Data at rest: AES-256
- Data in transit: TLS 1.3
- Key management: Client-managed keys via AWS KMS
- Client KMS Key ARN: arn:aws:kms:us-east-1:847291038475:key/mrk-8472f93d7e2b4a1c

## 5. Service Level Agreement

### 5.1 Availability Commitments

Service Tier	Availability	Response Time	Credit
Critical (P1)	99.99%	15 minutes	25% monthly fee
High (P2)	99.95%	1 hour	15% monthly fee
Medium (P3)	99.9%	4 hours	10% monthly fee
Low (P4)	99.5%	24 hours	5% monthly fee

Maximum monthly service credits: 100% of monthly platform fee

Planned maintenance windows: Sundays 02:00-06:00 EST (excluded from SLA)

### 5.2 Support Contacts

24/7 Support Hotline: (888) 555-MTEC (6832)

Enterprise Support Email: enterprise-support@meridiantech.com

Dedicated Account Team:

- Account Executive: Marcus Williams, mwilliams@meridiantech.com
- Technical Account Manager: Sarah Chen, schen@meridiantech.com
- Support Lead: Kevin Patel, kpatel@meridiantech.com

Escalation Path:

1. Support Lead (15 min) - kpatel@meridiantech.com
2. Director of Support (1 hr) - Robert Kim, rkim@meridiantech.com, (415) 555-8247
3. VP of Customer Success (4 hr) - Amanda Foster, afoster@meridiantech.com
4. CEO (as needed) - Michael Thornton, mthornton@meridiantech.com, (415) 555-8201

## 6. Intellectual Property Rights

Provider retains all intellectual property rights in the Platform and Services, including:

- CloudSync platform architecture and source code
- Machine learning models and algorithms
- API specifications and documentation
- Training materials and methodologies

Client retains all intellectual property rights in:

- Client Data and derived analytics
- Custom configurations and workflows
- Integration code developed by Client
- Client's proprietary trading algorithms

Work Product: Custom development performed under this Agreement shall be owned by Client, subject to Provider's underlying platform IP. Provider grants Client a perpetual license to use any Provider tools or frameworks incorporated into the Work Product.

Patent Indemnification: Provider indemnifies Client against claims that the Platform infringes any US patent, up to \$10,000,000 aggregate.

## 7. Term and Termination

Initial Term: 3 years (January 1, 2025 - December 31, 2027)

Renewal: Automatic 1-year renewals unless terminated with 90 days notice

Early Termination:

- By Client for convenience: 6 months notice + 50% of remaining contract value
- By either party for material breach: 30 days cure period
- By either party for insolvency: Immediate upon filing

Termination Fees:

- Year 1 termination: \$2,425,000 (50% of annual value)
- Year 2 termination: \$1,940,000 (40% of annual value)
- Year 3 termination: \$970,000 (20% of annual value)

Data Return: Upon termination, Provider shall return or destroy all Client Data within 30 days. Client may request data export in JSON, CSV, or SQL format.

## 8. Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

MERIDIAN TECHNOLOGIES CORPORATION

Signature: /s/ Michael Thornton

Name: Michael Thornton

Title: Chief Executive Officer

Date: December 20, 2024

Signature: /s/ Jennifer Walsh

Name: Jennifer Walsh

Title: Chief Financial Officer

Date: December 20, 2024

APEX FINANCIAL SERVICES, INC.

Signature: /s/ Robert Harrison

Name: Robert Harrison

Title: Chief Executive Officer

Date: December 22, 2024

Signature: /s/ Margaret Chen

Name: Margaret Chen

Title: General Counsel

Date: December 22, 2024

WITNESS:

Signature: /s/ Patricia Morrison

Name: Patricia Morrison, Esq.

Morrison & Partners LLP

Date: December 22, 2024

## Exhibit A: Detailed Service Specifications

This Exhibit details the technical specifications for all services:

### A.1 Infrastructure Specifications

- Primary Database: PostgreSQL 15.2 Enterprise

	Connection	String:
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postgresql://apex_prod:Pr0d#Secure847@db-prod.meridiantech.internal:5432/apex_main		
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- Read Replicas: 4 instances across availability zones

- Redis Cache Cluster:

- Endpoint: redis-cluster.meridiantech.internal:6379
- Auth Token: rds\_847fj29dk38f7gh293dk

- Elasticsearch Cluster:

- Endpoint: https://es-prod.meridiantech.internal:9200
- API Key: es\_api\_8472jdk39fh27dk

### A.2 Integration Endpoints

- Production API: https://api.meridiantech.com/v2/apex
- Webhook Endpoint: https://hooks.meridiantech.com/apex/events
- OAuth Callback: https://auth.meridiantech.com/oauth/apex/callback
- Client ID: apex\_oauth\_847291
- Client Secret: cs\_847fj29dk38f7gh293dk8472jf

### A.3 Monitoring and Logging

- Datadog Dashboard: https://app.datadoghq.com/dashboard/apex-prod
- API Key: dd\_api\_8472jf93kd82hf
- Application Key: dd\_app\_29dk38f7gh293

## Exhibit B: Contract Negotiation Best Practices

The following negotiation strategies and contract structures have proven successful across our enterprise client portfolio:

### B.1 SLA Optimization - Case Study: Global Investment Bank

Client Profile: Top 10 global investment bank, \$4.2B technology budget, 50,000+ employees

Challenge: Standard SLA of 99.9% uptime was insufficient for trading systems; needed five-nines (99.999%) with meaningful financial penalties.

Negotiation Strategy:

#### 1. Tiered SLA Structure

- Trading systems: 99.999% (5.26 minutes downtime/year)
- Core banking: 99.99% (52.6 minutes downtime/year)
- Back office: 99.95% (4.38 hours downtime/year)

#### 2. Credit Structure Negotiated

- Below 99.999%: 25% of monthly fee per 0.01% missed
- Below 99.99%: 50% of monthly fee
- Below 99.9%: 100% of monthly fee + termination right
- Catastrophic failure (>4 hours): 200% of monthly fee

#### 3. Measurement Methodology

- Client-side synthetic monitoring (not vendor-reported)
- 1-minute measurement intervals (not 5-minute averages)
- Excluded planned maintenance windows (max 4 hours/month)
- Root cause analysis within 24 hours for any P1 incident

Results Achieved:

- Actual uptime: 99.9994% in Year 1
- Credits received: \$0 (vendor motivated to over-perform)
- Vendor invested additional \$2M in redundancy for this account
- Contract became template for industry

Key Negotiation Tactics:

- Presented competitive bids showing higher SLA commitments
- Offered 3-year term in exchange for SLA improvements

- Agreed to joint engineering reviews quarterly
- Created shared dashboard for transparency

## B.2 Pricing & Discount Optimization - Case Study: Healthcare System

Client Profile: 12-hospital healthcare system, \$8B revenue, 45,000 employees

Challenge: Vendor proposed 5% annual price increases; client needed cost predictability for 5-year budget planning.

Pricing Structure Negotiated:

### 1. Base Pricing

- Year 1: \$3.2M (18% discount from list)
- Years 2-5: CPI-capped increases (max 3% annually)
- Volume discount tiers locked for contract term

### 2. Usage-Based Components

- Per-user pricing converted to site license
- Storage pricing capped at Year 1 rate + 2% annually
- API calls: First 10M included, then \$0.001 each (vs \$0.005 list)

### 3. True-Up Protection

- Annual true-up (not quarterly) for user counts
- 90-day cure period before overage charges
- Credit for unused licenses toward other products

### 4. Future Product Rights

- Most Favored Customer clause for new products
- Beta access to new features at no cost
- Roadmap visibility with quarterly updates

Total 5-Year Savings: \$4.8M vs. standard terms

NPV of Pricing Certainty: \$2.1M (reduced budget variance)

Negotiation Leverage Used:

- Competitive RFP with 3 finalist vendors
- Reference customer status offer
- Case study and PR rights
- Multi-year commitment

## B.3 Data Rights & Exit Strategy - Case Study: Retail Enterprise

Client Profile: Fortune 100 retailer, \$45B revenue, multi-cloud strategy

Challenge: Previous vendor lock-in resulted in \$12M exit costs; needed contract structure ensuring data portability and reasonable exit.

Data Rights Negotiated:

### 1. Ownership & Access

- All customer data owned exclusively by client
- Real-time API access to all data (not just reports)
- Raw data export in standard formats (JSON, CSV, Parquet)
- No vendor right to use data for any purpose beyond service delivery

### 2. Exit Provisions

- 12-month transition assistance included in base fee
- Data export within 30 days of termination notice
- Vendor provides documentation and schema for all data
- Source code escrow for critical customizations
- Key personnel availability during transition (named resources)

### 3. Termination Rights

- Termination for convenience with 180 days notice
- No termination fee after Year 2
- Partial termination rights for specific modules
- Automatic termination right if vendor acquired by competitor

### 4. Transition Assistance

- Up to 500 hours of professional services included
- Knowledge transfer sessions documented
- Parallel operation period (90 days) at no additional cost
- Data validation and reconciliation support

Actual Exit Experience (Year 4):

- Transitioned to new vendor in 8 months (vs. 18 months previous exit)
- Exit costs: \$340K (vs. \$12M previous experience)
- Zero data loss or corruption
- Business continuity maintained throughout

Key Contract Language:

- "Vendor shall provide all assistance reasonably necessary..."
- "Data formats shall conform to industry standards..."
- "Client may terminate any portion of services independently..."

## B.4 Liability & Indemnification - Case Study: Financial Services

Client Profile: Regional bank, \$2.4B assets, heavily regulated environment

Challenge: Standard vendor liability cap of 12 months fees was inadequate given regulatory exposure and potential breach costs.

Liability Structure Negotiated:

### 1. Tiered Liability Caps

- General liability: 24 months of fees (\$4.8M)
- Data breach: 36 months of fees (\$7.2M)
- Regulatory fines: Unlimited for vendor negligence
- IP infringement: Unlimited

### 2. Indemnification Scope

- Third-party claims from data breach (unlimited)
- Regulatory actions resulting from vendor failure
- IP infringement claims against client
- Bodily injury or property damage (standard)

### 3. Insurance Requirements

- Cyber liability: \$25M minimum
- E&O: \$20M minimum
- Evidence of coverage provided annually
- Client named as additional insured

### 4. Breach Response Obligations

- Notification within 24 hours of discovery
- Vendor-funded forensic investigation
- Credit monitoring for affected individuals (2 years)
- Regulatory notification assistance
- PR and communications support

Carve-Outs Achieved:

- Gross negligence: No liability cap
- Willful misconduct: No liability cap

- Breach of confidentiality: 36 months fees minimum
- Failure to comply with security standards: Unlimited

Industry Benchmarking:

- These terms now considered "market" for regulated industries
- Vendor accepted terms after seeing competitive proposals
- No premium charged for enhanced liability terms