

VENDOR CONTRACT TEMPLATE

VENDOR MASTER AGREEMENT

This Vendor Master Agreement ("Agreement") is entered into as of January 1, 2023, by and between:

ControlSync Solutions, a Delaware corporation with principal offices at 1200 Innovation Parkway, Austin, Texas 78758 ("Company")

and

[Vendor Name], a [State] corporation with principal offices at [Address] ("Vendor")

1. DEFINITIONS

1.1 "Confidential Information" means all proprietary and confidential technical, business, and operational information disclosed by either party during the course of this Agreement.

1.2 "Services" means the professional services, software, hardware, or consulting services to be provided by Vendor as specified in individual Statement of Work documents.

1.3 "Effective Date" means the date first written above.

2. SCOPE OF AGREEMENT

2.1 Purpose This Agreement establishes the general terms and conditions governing the procurement of Services by Company from Vendor, with specific details to be outlined in individual Statements of Work.

2.2 Master Agreement This Agreement serves as the primary contractual framework for all future service engagements between the parties, providing standardized legal terms and conditions.

3. VENDOR OBLIGATIONS

3.1 Service Delivery Vendor shall: - Provide Services consistent with industry best practices - Meet all performance specifications outlined in individual Statements of Work - Maintain appropriate professional certifications and qualifications - Ensure timely and high-quality service delivery

3.2 Compliance Vendor represents and warrants that: - All Services will comply with applicable laws and regulations - Vendor possesses necessary licenses and authorizations - Services do not infringe on third-party intellectual property rights

4. COMPENSATION AND PAYMENT

4.1 Pricing Pricing for Services shall be: - Competitively structured - Clearly defined in individual Statements of Work - Subject to annual review and potential adjustment

4.2 Payment Terms - Net 30 days from invoice date - Electronic payment via ACH or wire transfer - Invoices must include detailed documentation of Services rendered

5. INTELLECTUAL PROPERTY

5.1 Ownership - Company retains all intellectual property rights to work product created during service engagement - Vendor assigns all relevant intellectual property rights to Company - Background intellectual property remains with original owner

5.2 Licensing - Vendor grants Company a perpetual, worldwide, non-exclusive license to use vendor-developed technologies - License includes right to modify, distribute, and sublicense

6. CONFIDENTIALITY

6.1 Obligations Both parties agree to: - Maintain strict confidentiality of shared information - Implement reasonable security measures - Limit disclosure to authorized personnel - Return or destroy confidential materials upon contract termination

6.2 Exclusions Confidentiality obligations do not apply to information that: - Was publicly available prior to disclosure - Is independently developed - Is received from a third party without confidentiality restriction

7. WARRANTY AND INDEMNIFICATION

7.1 Service Warranty Vendor warrants that Services will: - Meet agreed specifications - Be performed by qualified personnel - Conform to professional industry standards

7.2 Indemnification Vendor shall indemnify Company against: - Intellectual property infringement claims - Direct damages resulting from vendor negligence - Regulatory compliance violations

8. TERMINATION

8.1 Termination Rights - Either party may terminate for material breach with 30-day cure period - Company may terminate without cause with 60-day written notice - Vendor must provide transition assistance upon termination

9. MISCELLANEOUS

9.1 Governing Law This Agreement shall be governed by the laws of the State of Texas.

9.2 Dispute Resolution - Initial mediation required - Binding arbitration in Austin, Texas - Prevailing party entitled to legal fees

10. SIGNATURES

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

ControlSync Solutions:

By: _____ Name: Elena Rodriguez Title: Chief Procurement Officer Date: January 1, 2023

Vendor:

By: _____ Name: Title: Date: