

Master Services Agreement

Between Alpha Analytics, Inc. and Beta Manufacturing, LLC

Effective Date: January 1, 2025

Client: Beta Manufacturing, LLC, a Delaware limited liability company

Provider: Alpha Analytics, Inc., a New York corporation

This Master Services Agreement (the “Agreement”) is entered into as of January 1, 2025 (the “Effective Date”) by and between Alpha Analytics, Inc. (“Provider”) and Beta Manufacturing, LLC (“Client”). Provider will deliver AI based analytics and document processing services for Client according to the terms set out below.

Section 1: Parties, Officers, and Contacts

1.1 Designated Officers

For purposes of this Agreement, the following individuals are designated as officers responsible for administration of the services:

- **CTO John Doe**, Chief Technology Officer of Alpha Analytics, Inc.
- **CFO Mark Miller**, Chief Financial Officer of Alpha Analytics, Inc.
- **Associate Brian Brown**, Senior Associate, Legal Operations, Alpha Analytics, Inc.

Each officer listed above is authorized to approve Statements of Work (SOWs), to receive notices, and to coordinate technical onboarding.

1.2 Notices

All formal notices under this Agreement must be sent in writing, referencing this Agreement, and addressed to the officers listed in Section 1.1, unless either party updates such information in writing.

Section 2: Term and Renewal

2.1 Initial Term

The initial term of this Agreement (the “Initial Term”) begins on January 1, 2025 and continues for **twenty four (24) months**.

2.2 Renewal Term

Following the Initial Term, this Agreement will automatically renew for successive **twelve (12) month** periods (each, a “Renewal Term”) unless either party provides at least **sixty (60) days** prior written notice of non renewal before the end of the then current term.

2.3 Early Termination

Either party may terminate this Agreement for material breach upon **thirty (30) days** written notice, provided such breach is not cured within the notice period.

Section 3: Services, Data, and Responsibility

3.1 Scope of Services

Provider will ingest Client documentation, including agreements that may exceed one thousand (1,000) pages, and will offer AI based analytics that highlight missing, inconsistent, or conflicting terms, names, and dates across sections.

3.2 Responsible Officers for Implementation

The officers overseeing implementation of the AI analytics platform for Client are:

- **CTO John Doe**, Chief Technology Officer of Alpha Analytics, Inc.
- **CFO Mark Miller**, Chief Financial Officer of Alpha Analytics, Inc.

For purposes of this Agreement, the officers in this subsection are intended to match the officer roster identified in Section 1.1. Associate Brian Brown supports implementation but is not always listed in project schedules, which may lead to apparent roster gaps in certain sections.

3.3 Data Processing

Provider will process Client data solely for the purpose of delivering the services under this Agreement. Provider will maintain technical and organizational measures designed to protect Client data against unauthorized access, alteration, and disclosure.

Section 4: Fees and Payment Terms

4.1 Subscription Fees

Client will pay a recurring platform subscription fee of **USD \$25,000 per contract year**. For clarity, a contract year is a twelve (12) month period beginning on the Effective Date and on each anniversary of the Effective Date.

4.2 Invoicing and Payment

Provider will invoice Client annually in advance. Client must pay each undisputed invoice within **forty five (45) days** of the invoice date.

4.3 Suspension for Non Payment

If any undisputed amounts remain unpaid for more than **sixty (60) days** after the due date, Provider may suspend access to the services upon five (5) days written notice, without terminating the Agreement.

Section 5: Signatures

The parties have executed this Agreement as of **01/01/2025**.

Alpha Analytics, Inc.

By: _____
CTO John Doe

Title: _____
Chief Technology Officer

Beta Manufacturing, LLC

By: _____
CFO Mark Miller

Title: _____
Chief Financial Officer