

# **MASTER SERVICE AGREEMENT**

## **Upsilon Tech**

This Master Service Agreement ("Agreement") is entered into as of February 1, 2024 ("Effective Date") by and between:

**COMPANY:** Enterprise Corporation ("Company")

**VENDOR:** Upsilon Tech ("Vendor")

Vendor ID: 32

### **1. SCOPE OF SERVICES**

Vendor agrees to provide products and/or services as described in individual Statements of Work (SOW) executed under this Agreement. Each SOW shall reference this Agreement and be subject to its terms and conditions.

### **2. TERM AND TERMINATION**

**Term:** This Agreement shall commence on the Effective Date and continue until **October 15, 2025** ("Term"), unless earlier terminated as provided herein.

**Termination for Convenience:** Either party may terminate this Agreement upon ninety (90) days written notice.

**Termination for Cause:** Either party may terminate immediately upon material breach that remains uncured for thirty (30) days after notice.

**IMPORTANT: This agreement shall terminate automatically on October 15, 2025.**

### **3. COMPENSATION**

Company shall pay Vendor in accordance with the pricing terms set forth in each SOW. Payment terms are Net 30 from receipt of valid invoice. Vendor shall submit itemized invoices monthly.

### **4. CONFIDENTIALITY**

Each party agrees to maintain in confidence all Confidential Information of the other party. "Confidential Information" means any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential.

## **5. INTELLECTUAL PROPERTY**

All pre-existing intellectual property remains the property of the disclosing party. Work product created specifically for Company under this Agreement shall be owned by Company upon full payment.

## **6. DATA PROTECTION**

Vendor shall comply with all applicable data protection laws and regulations, including GDPR and CCPA where applicable. Vendor shall implement appropriate technical and organizational measures to protect personal data.

## **7. INSURANCE**

Vendor shall maintain: (a) Commercial General Liability of at least \$1,000,000 per occurrence; (b) Professional Liability of at least \$2,000,000; (c) Workers' Compensation as required by law.

## **8. INDEMNIFICATION (ENHANCED)**

Vendor agrees to provide comprehensive indemnification coverage as follows:

8.1 Vendor shall indemnify, defend, and hold harmless the Company from all claims, damages, and expenses arising from Vendor's performance under this Agreement.

8.2 This indemnification includes coverage for regulatory fines and penalties.

8.3 Vendor maintains minimum insurance coverage of \$10,000,000 for such claims.

8.4 Indemnification obligations survive termination of this Agreement for five (5) years.

## **9. EXTENDED WARRANTIES**

In addition to standard warranties, Vendor provides the following extended protections:

9.1 All products carry a five (5) year warranty against defects.

9.2 Services include a satisfaction guarantee with full remediation rights.

9.3 Vendor warrants compliance with ISO 9001, SOC 2, and industry-specific standards.

9.4 Annual third-party audits will verify warranty compliance.

## **10. LIMITATION OF LIABILITY**

EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

## **11. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

## **12. DISPUTE RESOLUTION**

Any dispute arising under this Agreement shall first be subject to good faith negotiation. If unresolved within thirty (30) days, disputes shall be submitted to binding arbitration under AAA Commercial Rules.

## **13. ENTIRE AGREEMENT**

This Agreement, together with all SOWs and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

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

**COMPANY:** Enterprise Corporation

By: \_\_\_\_\_

Name: [Authorized Signatory]

Title: Chief Procurement Officer

Date: \_\_\_\_\_

**VENDOR:** Upsilon Tech

By: \_\_\_\_\_

Name: [Authorized Signatory]

Title: \_\_\_\_\_

Date: \_\_\_\_\_