

MASTER SERVICES AGREEMENT - QUICKCLEAN SERVICES

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of September 28, 2020 ("Effective Date"), by and between:

Acme Corp, a Delaware corporation, with its principal place of business at 123 Innovation Drive, Future City, DE 19901 ("Buyer" or "Acme"),

and

QuickClean Services, a Nevada limited liability company, with its principal place of business at 456 Industrial Way, Sparkle City, NV 89502 ("Vendor" or "QuickClean").

Buyer and Vendor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Vendor is in the business of providing professional janitorial, sanitation, and facility maintenance services;

WHEREAS, Buyer desires to engage Vendor to provide such services, and Vendor is willing to provide such services to Buyer, on the terms and conditions set forth in this Agreement;

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

1. DEFINITIONS

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

1.2. "Agreement" means this Master Services Agreement, including all exhibits, schedules, and Statements of Work.

1.3. "Confidential Information" has the meaning set forth in Section 7.

1.4. "Deliverables" means any tangible materials, reports, or other work product to be created and delivered by Vendor to Buyer as part of the Services, as specified in an applicable SOW.

1.5. "Services" means the professional services to be performed by Vendor for Buyer, as described in one or more Statements of Work.

1.6. "Statement of Work" or "SOW" means a written document, mutually executed by the Parties, that describes the specific Services and/or Deliverables to be provided, fees, timelines,

and other project-specific terms, and which incorporates the terms of this Agreement by reference.

2. SCOPE OF SERVICES

2.1. Statements of Work. Vendor shall perform the Services for Buyer as described in one or more SOWs executed by the Parties from time to time. Each SOW shall be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and an SOW, the terms of this Agreement shall prevail unless the SOW expressly states its intent to supersede a specific provision of this Agreement.

2.2. Performance Standards. Vendor will perform all Services in a professional and workmanlike manner, consistent with generally accepted industry standards. Vendor will use personnel with the requisite skill, experience, and qualifications to perform the Services.

3. FEES AND PAYMENT

3.1. Fees. Buyer shall pay Vendor the fees set forth in each applicable SOW ("Fees"). Unless otherwise specified in an SOW, all Fees are stated in United States dollars.

3.2. Invoicing. Vendor shall submit invoices to Buyer on a monthly basis for Services rendered during the preceding month. Each invoice shall reference the applicable SOW and provide reasonable detail of the Services performed.

3.3. Payment Terms. Buyer shall pay all undisputed invoices within thirty (30) days of the invoice date. Payments shall be made to the address or account designated by Vendor.

3.4. Late Payments. Any undisputed amounts not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

3.5. Taxes. Buyer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Buyer hereunder; provided, however, that in no event shall Buyer pay or be responsible for any taxes imposed on, or with respect to, Vendor's income, property, or personnel.

4. TERM AND TERMINATION

4.1. Term. The initial term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

4.2. Termination for Cause. Either Party may terminate this Agreement or any SOW upon written notice if the other Party: (a) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof; or (b) becomes insolvent, files a petition for bankruptcy, or makes an assignment for the benefit of creditors.

4.3. Termination for Convenience. Buyer may terminate this Agreement or any SOW for any reason or no reason upon ninety (90) days' prior written notice to Vendor.

4.4. Effect of Termination. Upon termination or expiration of this Agreement, Vendor shall cease all work, and Buyer shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination. Each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

5.2. Obligations. The Receiving Party agrees to: (a) use the Confidential Information solely for the purpose of performing its obligations under this Agreement; (b) not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent; and (c) protect the Confidential Information with the same degree of care it uses to protect its own confidential information of like kind, but in no event less than a reasonable degree of care.

5.3. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (d) is rightfully received from a third party without restriction.

6. INTELLECTUAL PROPERTY

6.1. Pre-Existing IP. Each Party shall retain all right, title, and interest in and to its own pre-existing intellectual property.

6.2. Ownership of Deliverables. Subject to Buyer's full payment of all applicable Fees, all Deliverables created by Vendor specifically for Buyer under an SOW shall be the sole and exclusive property of Buyer. Vendor hereby assigns to Buyer all of its right, title, and interest in and to such Deliverables.

7. INDEMNIFICATION

7.1. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the gross negligence, willful misconduct, or material breach of this Agreement by Vendor.

7.2. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Vendor, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the gross negligence, willful misconduct, or material breach of this Agreement by Buyer.

7.3. Cap on Indemnification. The total liability of either Party under this Section 7 shall not exceed the total amount of Fees paid or payable by Buyer to Vendor under the applicable SOW in the twelve (12) months preceding the event giving rise to the claim.

8. WARRANTIES

8.1. Disclaimer of Warranties. ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. VENDOR MAKES NO WARRANTY THAT THE SERVICES WILL MEET BUYER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY

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

9.2. Liability Cap. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) OR A BREACH OF SECTION 5 (CONFIDENTIALITY), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY BUYER TO VENDOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. INSURANCE

10.1. Coverage. During the term of this Agreement, Vendor shall maintain, at its own expense, the following insurance coverage: (a) Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Workers' Compensation insurance as required by applicable law; and (c) Automobile Liability insurance with a limit of not less than \$1,000,000 per accident.

10.2. Certificates. Upon request, Vendor shall provide Buyer with certificates of insurance evidencing such coverage.

11. GENERAL PROVISIONS

11.1. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable) for causes beyond that Party's reasonable control and not caused by that Party's fault or negligence, including, but not limited to, "acts of God," acts of government, flood, fire, civil unrest, and strikes.

11.2. Notices. All notices under this Agreement shall be in writing and sent to the addresses of the Parties set forth at the beginning of this Agreement.

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

11.4. Dispute Resolution. The Parties agree to first attempt to resolve any dispute arising out of this Agreement through good faith negotiations. If the dispute is not resolved within thirty (30) days, the Parties agree to submit the dispute to binding arbitration in Wilmington, Delaware.

11.5. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

11.6. Entire Agreement. This Agreement, including all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

11.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ACME CORP

By: _____ Name: Title:

QUICKCLEAN SERVICES

By: _____ Name: Title:

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Warranty Status: RISKY Special Notes: None ---