

MASTER SERVICES AGREEMENT - PINNACLE PARTNERS

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of January 17, 2022 ("Effective Date"), by and between Acme Corp, a Delaware corporation with its principal place of business at 123 Innovation Drive, Future City, DE 19801 ("Buyer"), and Pinnacle Partners, a Nevada corporation with its principal place of business at 456 Summit Avenue, Las Vegas, NV 89101 ("Vendor").

RECITALS

WHEREAS, Vendor is in the business of providing professional consulting and technology services;

WHEREAS, Buyer desires to engage Vendor to provide certain 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 "Agreement" means this Master Services Agreement, including all exhibits, schedules, and Statements of Work.

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

1.3 "Deliverables" means any work product, materials, or other items to be created or delivered by Vendor to Buyer as specified in a Statement of Work.

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

1.5 "Statement of Work" or "SOW" means a written document, executed by both parties, that describes the specific Services and/or Deliverables to be provided by Vendor, including any applicable timelines, fees, and other details. Each SOW shall be incorporated into and form a part of this Agreement.

2. SCOPE OF SERVICES

2.1 Vendor shall perform the Services and provide the Deliverables as described in one or more SOWs mutually agreed upon and executed by the parties.

2.2 Each SOW will 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 control, unless the SOW expressly states its intent to supersede a specific provision of this Agreement.

3. FEES AND PAYMENT

3.1 Fees. Buyer shall pay Vendor the fees for the Services as set forth in the applicable SOW ("Fees").

3.2 Invoicing. Vendor shall invoice Buyer on a monthly basis, unless otherwise specified in the applicable SOW. All invoices shall be sent to the address specified by Buyer and will include a reference to the applicable SOW.

3.3 Payment Terms. Buyer shall pay all undisputed invoices within thirty (30) days of the invoice date.

3.4 Taxes. All Fees are exclusive of any applicable sales, use, value-added, or other similar taxes. Buyer is responsible for the payment of all such taxes, excluding taxes based on Vendor's net income.

3.5 Late Payments. Any undisputed amounts not paid when due will be subject to a late fee of 1.5% per month or the maximum rate permitted by law, whichever is less.

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 materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof.

4.3 Termination for Convenience. Buyer may terminate this Agreement or any SOW for any reason upon thirty (30) days' prior written notice to Vendor. In such event, Buyer shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination.

4.4 Effect of Termination. Upon termination or expiration of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party. The obligations under Sections 3, 7, 8, 9, 10, 11, and 13 shall survive termination.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means any information disclosed by one party to the other, 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. 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 lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure.

5.2 Obligations. Each party agrees to use the other party's Confidential Information solely for the purpose of performing its obligations under this Agreement and will not disclose such Confidential Information to any third party without the other party's prior written consent. Each party will protect the confidentiality of the other's 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.

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. Vendor grants Buyer a non-exclusive, royalty-free, worldwide license to use Vendor's pre-existing intellectual property solely to the extent necessary for Buyer to use the Services and Deliverables.

6.2 Work Product. All Deliverables specifically created for Buyer under an SOW ("Work Product") shall be the sole and exclusive property of Buyer upon Buyer's full payment of all associated Fees. Vendor agrees to assign and hereby does assign to Buyer all of its right, title, and interest in and to such Work Product.

7. INDEMNIFICATION

7.1 Vendor Indemnification. Vendor agrees to indemnify, defend, and hold harmless Buyer from and against third-party claims alleging that the Services or Deliverables, as delivered by Vendor, directly infringe a third-party's U.S. patent or copyright. Vendor's total liability for indemnification under this Agreement shall be capped at One Thousand Dollars (\$1,000) regardless of the nature or number of claims. This section states Vendor's sole obligation and Buyer's exclusive remedy for any such claims.

7.2 Buyer Indemnification. Buyer agrees to indemnify, defend, and hold harmless Vendor, its officers, directors, employees, and agents from and against any and all third-party claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) Buyer's use of the Services or Deliverables; (b) any data or content provided by Buyer; (c) Buyer's business operations; (d) any breach of this Agreement by Buyer; or (e) any act or omission of Buyer, its employees, or its agents. Buyer's indemnification obligation shall apply regardless of whether the claim is based on contract, tort, strict liability, or any other legal theory, and shall not be limited by any other provision of this Agreement.

8. WARRANTIES

8.1 Service Warranty. Vendor warrants that for a period of one (1) year following the performance of any Services under an SOW, such Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

8.2 Remedy. Buyer's sole and exclusive remedy, and Vendor's entire liability for a breach of the warranty set forth in Section 8.1, shall be the re-performance of the non-conforming Services. If Vendor is unable to re-perform the Services to conform to the warranty, Vendor may, at its option, refund the Fees paid by Buyer for the specific non-conforming Services.

8.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1, VENDOR MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR DELIVERABLES. VENDOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Liability Cap. EXCEPT FOR BUYER'S OBLIGATIONS UNDER SECTION 7.2 (BUYER INDEMNIFICATION) AND SECTION 3 (FEES AND PAYMENT), EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO 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

Vendor shall, at its own expense, maintain in effect during the term of this Agreement: (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence; (b) Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim; and (c) Workers' Compensation insurance as required by law.

11. GENERAL PROVISIONS

11.1 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 laws principles.

11.2 Dispute Resolution. Any dispute arising out of this Agreement shall be resolved through binding arbitration in Wilmington, Delaware, in accordance with the rules of the American Arbitration Association.

11.3 Notices. All notices under this Agreement must be in writing and sent to the addresses of the parties set forth in the preamble of this Agreement.

11.4 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, or natural disaster.

11.5 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

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.

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: Date:

PINNACLE PARTNERS

By: _____ Name: Title: Date:

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