

MASTER SERVICE AGREEMENT

DataFlow Systems

This Master Service Agreement ("Agreement") is entered into as of July 15, 2023 ("Effective Date") by and between:

COMPANY: Enterprise Corporation ("Company")

VENDOR: DataFlow Systems ("Vendor")

Vendor ID: 4

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 **March 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 March 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

Vendor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and successors from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any breach of this Agreement by Vendor; (b) any negligent or wrongful act or omission of Vendor; (c) any violation of applicable laws by Vendor; or (d) any infringement of third-party intellectual property rights by Vendor's products or services.

9. WARRANTIES

Vendor represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) all products and services provided will conform to specifications and be free from material defects; (c) all work will be performed in a professional and workmanlike manner; (d) products and services will not infringe any third-party rights; and (e) Vendor will comply with all applicable laws and regulations.

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: DataFlow Systems

By: _____

Name: [Authorized Signatory]

Title: _____

Date: _____