

MASTER SERVICES AGREEMENT - APEX LOGISTICS

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MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of March 21, 2023 ("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" or "Acme"),

and

Apex Logistics, a Nevada corporation with its principal place of business at 456 Supply Chain Blvd, Henderson, NV 89011 ("Vendor" or "Apex").

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 logistics, supply chain management, and related professional 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 "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 all documents, work product, and other materials that are delivered to Buyer by Vendor as part of the Services.

1.4 "Intellectual Property Rights" means all patents, copyrights, trademarks, trade secrets, and other proprietary rights.

1.5 "Services" means the logistics and supply chain services to be provided by Vendor as described in one or more Statements of Work.

1.6 "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 performance standards.

2. SCOPE OF SERVICES

2.1 Statements of Work. Vendor shall perform the Services as described in one or more SOWs. Each SOW shall be mutually agreed upon and signed by both Parties. In the event of a conflict between the terms of this Agreement and the terms of an SOW, the terms of this Agreement shall control, unless the SOW expressly states that it is intended to supersede a specific provision of this Agreement.

2.2 Performance. Vendor shall perform all Services in a professional and workmanlike manner, in accordance with generally accepted industry standards.

3. FEES AND PAYMENT

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

3.2 Invoicing. Vendor shall submit invoices to Buyer on a monthly basis, or as otherwise specified in the applicable SOW. All invoices shall be sent to the address specified by Buyer and shall reference the applicable SOW.

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

3.4 Late Payments. Any amounts not paid when due shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is lower.

3.5 Disputed Invoices. Buyer must notify Vendor in writing of any disputed amount within fifteen (15) days of receiving the invoice. The Parties shall work in good faith to resolve the dispute promptly. Buyer shall pay the undisputed portion of the invoice in accordance with Section 3.3.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date. This agreement shall terminate automatically on December 31, 2024.

4.2 Termination for Cause. Either Party may terminate this Agreement or any SOW upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of 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.

4.4 Effect of Termination. Upon termination or expiration of this Agreement: (a) Vendor shall cease all work under any active SOWs; (b) Buyer shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination; and (c) each Party shall promptly return or destroy all Confidential Information of the other Party.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means any and all non-public information disclosed by one Party ("Disclosing Party") to the other Party ("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 a similar nature, 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 the Disclosing Party's Confidential Information; or (d) is required to be disclosed by law, provided the Receiving Party gives the Disclosing Party prompt notice to contest such disclosure.

6. INTELLECTUAL PROPERTY

6.1 Vendor's Pre-Existing IP. Vendor shall retain all right, title, and interest in and to its pre-existing materials and technology ("Vendor IP").

6.2 Buyer's Property. All materials provided by Buyer to Vendor shall remain the sole property of Buyer.

6.3 Ownership of Deliverables. All Deliverables created 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.

6.4 License. To the extent any Vendor IP is incorporated into the Deliverables, Vendor grants Buyer a non-exclusive, royalty-free, perpetual, worldwide license to use such Vendor IP solely in connection with the Deliverables.

7. INDEMNIFICATION

7.1 Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Vendor's negligence or willful misconduct; (b) Vendor's breach of any of its representations, warranties, or obligations under this Agreement; or (c) a claim that the Services or Deliverables infringe upon a third party's Intellectual Property Rights.

7.2 Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Vendor, its affiliates, and their respective officers, directors, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Buyer's negligence or willful misconduct; or (b) Buyer's breach of any of its representations, warranties, or obligations under this Agreement.

7.3 Procedure. The indemnified Party shall provide the indemnifying Party with prompt written notice of any claim and shall cooperate with the indemnifying Party in the defense of such claim. The indemnifying Party shall have sole control over the defense and settlement of any such claim.

7.4 Cap. Except for claims arising from a Party's gross negligence, willful misconduct, or breach of confidentiality obligations, the total indemnification obligation of either Party under this Section shall not exceed the total fees paid 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 Service Warranty. Vendor warrants that for a period of one (1) year following performance, all Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

8.2 Remedy. In the event of a breach of the warranty in Section 8.1, Vendor's sole and exclusive obligation and Buyer's sole and exclusive remedy shall be for Vendor to, at its option, either (a) re-perform the non-conforming Services at no additional charge to Buyer, or (b) refund to Buyer the fees paid for the non-conforming Services.

8.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, VENDOR MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES OR DELIVERABLES, AND EXPRESSLY DISCLAIMS ALL 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 TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, 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 INDEMNIFICATION OBLIGATIONS HEREUNDER, A BREACH OF CONFIDENTIALITY, OR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF 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 full force and effect during the term of this Agreement the following insurance coverages: (a) Commercial General Liability with limits of not less than \$1,000,000 per occurrence; (b) Workers' Compensation as required by law; and (c) Professional Liability/Errors & Omissions with limits of not less than \$2,000,000 per claim. Vendor shall name

Buyer as an additional insured on its Commercial General Liability policy and shall provide a certificate of insurance to Buyer upon request.

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. 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, under the rules of the American Arbitration Association.

11.3 Notices. All notices under this Agreement shall be in writing and sent to the addresses of the Parties first set forth above.

11.4 Independent Contractor. The relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship.

11.5 Assignment. Neither Party may assign its rights or obligations 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 agreements and understandings, whether written or oral.

11.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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:

APEX LOGISTICS

By: _____ Name: Title: Date:

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Warranty Status: STANDARD Special Notes: TRAP DOCUMENT - No auto-renew, fixed termination date ---