

MASTER SERVICES AGREEMENT - TECHSOL INNOVATIONS

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of April 1, 2020 (the "Effective Date"), by and between Acme Corp, a Delaware corporation with its principal place of business at 123 Innovation Drive, Wilmington, DE 19801 ("Buyer"), and TechSol Innovations, a California corporation with its principal place of business at 456 Enterprise Way, Palo Alto, CA 94304 ("Vendor").

1. RECITALS

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

WHEREAS, Buyer desires to engage Vendor to provide certain services as may be requested from time to time; and

WHEREAS, Vendor desires to provide such services to Buyer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

2. DEFINITIONS

2.1. "Agreement" means this Master Services Agreement, including all exhibits and amendments hereto.

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

2.3. "Deliverables" means all tangible and intangible materials, including but not limited to software, reports, documents, and other work product, created or delivered by Vendor for Buyer under a Statement of Work.

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

2.5. "Statement of Work" or "SOW" means a written document, mutually agreed upon and executed by both parties, that describes the specific Services and/or Deliverables to be provided by Vendor, including any applicable fees, timelines, and other project-specific terms. Each SOW shall be governed by the terms of this Agreement.

3. SCOPE OF SERVICES

3.1. Statements of Work. The specific Services to be provided by Vendor will be described in individual SOWs, which shall be executed by both parties. Each SOW will incorporate the terms of this Agreement by reference. 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.

3.2. Performance. Vendor will perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards.

4. FEES AND PAYMENT

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

4.2. Invoicing. Vendor shall invoice Buyer for Fees on a monthly basis, unless otherwise specified in an SOW. All invoices shall be submitted to Buyer's accounts payable department and shall be due and payable within thirty (30) days of the invoice date ("Net 30").

4.3. Late Payments. Any 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.

4.4. Taxes. All Fees are exclusive of any applicable sales, use, or other taxes. Buyer shall be responsible for all such taxes, excluding taxes based on Vendor's net income.

5. TERM AND TERMINATION

5.1. 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").

5.2. Auto-Renewal. Upon expiration of the Initial Term, 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.

5.3. 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.

5.4. Termination for Convenience. Either party may terminate any SOW for convenience upon ninety (90) days prior written notice to the other party.

5.5. Effect of Termination. Upon termination or expiration of this Agreement, 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.

6. CONFIDENTIALITY

6.1. 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.

6.2. Obligations. The Receiving Party agrees to: (i) use the Confidential Information solely for the purpose of performing its obligations under this Agreement; (ii) not disclose the Confidential Information to any third party without the Disclosing Party's prior written consent; and (iii) 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.

6.3. Exclusions. Confidential Information does not include information that: (i) is or becomes publicly known through no wrongful act of the Receiving Party; (ii) was in the Receiving Party's possession prior to disclosure by the Disclosing Party; or (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7. INTELLECTUAL PROPERTY

7.1. Vendor's Pre-Existing IP. Vendor shall retain all right, title, and interest in and to all of its pre-existing intellectual property, including any tools, methodologies, or software used to perform the Services ("Vendor IP").

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

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

8. INDEMNIFICATION

8.1. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Buyer, its officers, directors, and employees from and against any and all third-party claims, 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.

8.2. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Vendor, its officers, directors, and employees from and against any and all third-party claims, 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.

8.3. 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 the claim.

8.4. Cap. The total liability of an indemnifying party under this Section 8 shall not exceed the total fees paid by Buyer to Vendor under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

9. WARRANTIES

9.1. Service Warranty. Vendor warrants that for a period of one (1) year from the completion of the Services under an applicable SOW, the Services will be performed in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2. Remedy. In the event of a breach of the warranty in Section 9.1, Vendor's sole obligation and Buyer's exclusive remedy shall be for Vendor, at its option and expense, to either (i) re-perform the non-conforming Services to meet the warranty standard, or (ii) refund to Buyer the fees paid for the non-conforming Services.

9.3. 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.

10. LIMITATION OF LIABILITY

10.1. Exclusion of Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER 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.

10.2. Cap on Direct Damages. EXCEPT FOR OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION) AND BREACHES OF SECTION 6 (CONFIDENTIALITY), EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS 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.

11. INSURANCE

During the term of this Agreement, Vendor shall maintain in force, at its own expense, the following insurance coverages: (a) Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence; (b) Professional Liability (Errors & Omissions) insurance with a limit of not less than \$2,000,000 per claim; and (c) Workers' Compensation insurance as required by applicable law.

12. GENERAL PROVISIONS

12.1. 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.

12.2. Dispute Resolution. The parties agree to first attempt to resolve any dispute arising out of this Agreement through good faith negotiations. If the dispute cannot be resolved within thirty (30) days, the parties agree to submit the dispute to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

12.3. 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.

12.4. 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.

12.5. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.6. Entire Agreement. This Agreement, together with all SOWs, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral.

13. SIGNATURES

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

Acme Corp

By: _____ Name: Title: Date:

TechSol Innovations

By: _____ Name: Title: Date:

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Warranty Status: STANDARD Special Notes: None ---