

MASTER SERVICES AGREEMENT - GREENTECH ENERGY

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of December 16, 2022 ("Effective Date"), by and between:

Acme Corp, a Delaware corporation with its principal place of business at 123 Main Street, Anytown, USA 12345 ("Acme" or "Client"),

and

GreenTech Energy, a California corporation with its principal place of business at 789 Sustainability Drive, Eco City, CA 90210 ("GreenTech" or "Vendor").

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

RECITALS

WHEREAS, Vendor is in the business of providing advanced energy management solutions, sustainability consulting, and related technological services;

WHEREAS, Client desires to engage Vendor to provide such services, and Vendor is willing to provide such services to Client, 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 Schedules, Exhibits, and any Statements of Work executed hereunder.

1.2. "Confidential Information" means any information, in any form, disclosed by one Party to the other, that is designated as confidential or that a reasonable person would understand to be confidential, including but not limited to business plans, customer lists, financial data, and proprietary technology.

1.3. "Deliverables" means the specific work products, reports, software, or other materials to be created and delivered by Vendor to Client as described in a Statement of Work.

1.4. "Services" means the professional services, including the creation of Deliverables, to be performed by Vendor for Client as described in one or more Statements of Work.

1.5. "Statement of Work" or "SOW" means a written document, substantially in the form attached hereto as Exhibit A, executed by both Parties, which describes the specific Services and Deliverables to be provided, timelines, fees, and other project-specific terms.

2. SCOPE OF SERVICES

2.1. General. Vendor shall perform the Services and provide the Deliverables as described in one or more SOWs that are mutually agreed upon and executed by the Parties. Each SOW shall be incorporated into and become a part of this Agreement.

2.2. Statements of Work. Each SOW will include, at a minimum: (a) a detailed description of the Services to be performed and any Deliverables to be provided; (b) the applicable fees and payment schedule; (c) the project timeline and key milestones; and (d) any other terms specific to the project.

2.3. Conflict. In the event of a conflict between the terms of this Agreement and the terms of an SOW, the terms of this Agreement shall govern unless the SOW expressly states its intent to supersede a specific provision of this Agreement.

3. FEES AND PAYMENT

3.1. Fees. Client shall pay Vendor the fees for the Services as set forth in the applicable SOW ("Fees"). Unless otherwise specified in an SOW, all Fees are quoted and payable in United States Dollars.

3.2. Invoicing. Vendor shall invoice Client for the Fees in accordance with the payment schedule in the applicable SOW. All invoices shall be sent to the Client's accounts payable department as designated in writing.

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

3.4. Late Payments. Any amount 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. Client 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 Client hereunder.

4. TERM AND TERMINATION

4.1. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term").

4.2. 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. The Initial Term and all Renewal Terms are collectively referred to as the "Term."

4.3. Termination for Cause. Either Party may terminate this Agreement or any SOW, effective upon written notice to the other Party, if the other Party:

(a) materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof; or (b) becomes insolvent, files a petition for bankruptcy, or makes an assignment for the benefit of its creditors.

4.4. Effect of Termination. Upon termination or expiration of this Agreement: (a) Client shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination; and (b) each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

5. CONFIDENTIALITY

5.1. Obligations. Each Party (the "Receiving Party") agrees to hold in confidence and not to use or disclose any Confidential Information of the other Party (the "Disclosing Party") except as necessary to perform its obligations under this Agreement. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

5.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully 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 required to be disclosed by law or court order, provided the Receiving Party gives the Disclosing Party prompt notice of such requirement.

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 ("Pre-Existing IP"). Vendor grants Client a non-exclusive, royalty-free, worldwide license to use Vendor's Pre-Existing IP to the extent necessary for Client to use the Services and Deliverables.

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

7. INDEMNIFICATION

[Intentionally Omitted]

8. WARRANTIES

[Intentionally Omitted]

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, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF DATA, OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. LIABILITY CAP. EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT

EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO VENDOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. INSURANCE

During the Term, Vendor shall maintain in full force and effect the following insurance coverages: (a) Commercial General Liability insurance with limits 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. (c) Professional Liability (Errors and Omissions) insurance with limits of not less than \$1,000,000 per claim. Vendor shall provide Client with a certificate of insurance upon request.

11. GENERAL PROVISIONS

11.1. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or government action.

11.2. Notices. All notices under this Agreement shall be in writing and sent to the addresses of the Parties set forth above or to such other address as a Party may designate in writing.

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 laws principles.

11.4. Dispute Resolution. The Parties shall 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, it shall be settled by binding arbitration in Wilmington, Delaware, in accordance with the rules of the American Arbitration Association.

11.5. Entire Agreement. This Agreement, including all SOWs, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings between them.

11.6. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.

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 have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ACME CORP

By: _____ Name: Title:

GREENTECH ENERGY

By: _____ Name: Title:

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Warranty Status: MISSING Special Notes: None ---

