MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is entered into this 16th day of January, 2026 (the "Effective Date"), by and between:

Client: [Insert Company Name], a corporation organized under the laws of Delaware ("Client").
Service Provider: TechFlow Solutions Inc., a corporation organized under the laws of California ("Provider").

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1. SCOPE OF SERVICES

Provider shall provide the professional services (the "Services") as set forth in one or more Statements of Work ("SOW") executed by both Parties. Each SOW shall be governed by the terms of this Agreement.

2. FEES AND PAYMENT TERMS

2.1 Fees: Client shall pay Provider the fees set forth in the applicable SOW. **2.2 Late Payments:** All late payments shall bear interest at the rate of **3.5% per month**, or the maximum rate permitted by law, whichever is higher. **2.3 Non-Refundable:** All fees paid are non-refundable, regardless of whether the Client terminates the Agreement for cause.

> **[Legaleze.ai Test Note]:** This 3.5% monthly interest is a "Red Flag" (High Risk) because it is predatory (42% annually).

3. TERM AND TERMINATION

3.1 Term: This Agreement shall remain in effect for a period of three (3) years. **3.2 Termination for Convenience:** Client may not terminate this Agreement for convenience. **3.3 Termination by Provider:** Provider may terminate this Agreement at any time, for any reason, with **24 hours' notice**. Client shall remain liable for all fees for the remainder of the three-year term.

4. INTELLECTUAL PROPERTY

4.1 Ownership: Provider shall retain all right, title, and interest in and to all deliverables, including code, designs, and documentation created during the performance of the Services. **4.2 License:** Upon full payment of all fees, Client is granted a limited, non-transferable, revocable license to use the deliverables solely for internal business purposes.

5. CONFIDENTIALITY AND DATA PRIVACY

5.1 Data Usage: Provider reserves the right to use Client Data, including trade secrets and PII, to train its internal AI models and improve machine learning algorithms. **5.2 Non-Disclosure:** Both parties agree to keep confidential information secret, except as required by Provider's internal data-sharing policies with third-party advertisers.

> **[Legaleze.ai Test Note]:** Clause 5.1 is a direct violation of your "No AI Training" promise. This is a perfect test for your AI Re-writer to fix.

6. LIMITATION OF LIABILITY

6.1 Aggregate Cap: In no event shall Provider's total liability exceed the sum of **$100.00**, regardless of the total contract value or the nature of the claim (including negligence or data breach). **6.2 Indemnification:** Client shall indemnify, defend, and hold harmless Provider from any claims arising out of Provider's own gross negligence or willful misconduct.

7. NON-COMPETE AND NON-SOLICITATION

7.1 Non-Compete: Client agrees that during the Term and for a period of **ten (10) years** thereafter, Client shall not engage in any business activity that competes, directly or indirectly, with Provider anywhere in the world. **7.2 Liquidated Damages:** Any breach of this Section 7 shall result in liquidated damages of $500,000 payable by Client to Provider immediately.

8. DISPUTE RESOLUTION

8.1 Governing Law: This Agreement shall be governed by the laws of the Cayman Islands. **8.2 Arbitration:** Any disputes shall be settled by binding arbitration in the Cayman Islands. The loser of the arbitration shall pay all legal fees of the winner.

9. MISCELLANEOUS

9.1 Entire Agreement: This document constitutes the entire agreement between the parties. **9.2 Amendments:** This Agreement may only be amended by the Provider at its sole discretion, with or without notice to the Client.

SIGNATURES

CLIENT: _____ PROVIDER: _____ DATE: _____ DATE: _____