ONEPOINT
STRATEGIC V-CTO

MASTER SERVICE AGREEMENT (MSA)

Effective Date: [Date]

BETWEEN:

OnePoint CTO ("Provider")

[Your Address / City, State]

Email: reno@onepointcto.com

AND:

[Client Company Name] ("Client")

[Client Address]

[Client Contact Name / Email]

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1. Services & Scope

Provider agrees to perform the services described in the attached **Statement of Work (SOW)** or as described below ("Services"):

> **[OPTION A: FOR AUDIT]**
>
> **Scope:** Comprehensive "OnePoint Audit" of Client's current technical systems, software subscriptions, and workflows.

Deliverables: A detailed written report identifying inefficiencies, cost-saving opportunities, and a recommended implementation roadmap.

Timeline: To be completed within [7] days of access to all necessary systems.

[OPTION B: FOR RETAINER]

Scope: Ongoing "Virtual CTO" services including system administration, vendor management, automation maintenance, and strategic technical leadership.

Retainer Hours: Up to [25] hours per month.

Availability: Provider will respond to non-emergency requests within [24] hours on business days.

2. Compensation & Payment Terms

2.1. Fees.

Client agrees to pay Provider the following fees:

• **Audit Fee:** $[500.00] (One-time), due [upon execution / 50% deposit, 50% completion].

• **Retainer Fee:** $[1,250.00] per month, billed in advance on the [1st] of each month.

• **Hourly Overage:** Additional work beyond the scope will be billed at $[150.00]/hour, with prior Client approval.

2.2. Invoicing & Payment.

Invoices will be sent via email. Payment is due within **15 days** of the invoice date ("Net 15"). Late payments may incur a fee of 1.5% per month on the outstanding balance.

2.3. Expenses.

Client shall reimburse Provider for pre-approved, reasonable out-of-pocket expenses incurred in performing the Services (e.g., software licenses purchased specifically for Client).

3. Term & Termination

3.1. Term.

This Agreement commences on the Effective Date and continues until terminated.

3.2. Termination for Convenience.

Either party may terminate a **Retainer** agreement with **30 days' written notice**. For fixed-price projects (like the Audit), Client may terminate with written notice, provided Client pays for all Services performed

up to the date of termination.

3.3. Immediate Termination.

Either party may terminate immediately for a material breach of this Agreement that remains uncured for 10 days after written notice.

4. Intellectual Property (IP)

4.1. Client Ownership.

Upon full payment, Client shall own all right, title, and interest in the specific deliverables created for Client under this Agreement (e.g., the Audit Report, specific automations built for Client's unique data).

4.2. Provider Pre-Existing IP.

Provider retains all ownership of its pre-existing materials, standard code libraries, reusable scripts, and general "know-how" used to deliver the Services ("Provider Tools"). Provider grants Client a non-exclusive, perpetual, royalty-free license to use any Provider Tools incorporated into the deliverables solely for Client's internal business operations.

5. Confidentiality & Non-Disclosure (NDA)

5.1. Definition.

During this Agreement, Client may disclose "Confidential Information" including:

• **System Credentials:** Usernames, passwords, API keys, and access tokens.

• **Business Operations:** Customer lists, financial data, marketing strategies, and workflows.

• **Intellectual Property:** Unreleased product concepts and trade secrets.

5.2. Obligations.

Provider agrees to:

• Hold Confidential Information in strict confidence.

• Use it solely for performing the Services.

• Take reasonable security precautions (e.g., password managers, 2FA).

• Not disclose it to third parties without prior written consent, except as required by law.

5.3. Exclusions.

Confidential Information excludes info that is publicly known, already known to Provider, or independently developed.

6. Limitation of Liability

6.1. Indirect Damages.

To the maximum extent permitted by law, Provider shall not be liable for any indirect, incidental, special, or consequential damages (including **loss of profits, data, or goodwill**) resulting from:

• Use or inability to use implemented systems.

• Failures or downtime of third-party services (e.g., OpenAI, Zapier, Hosting).

6.2. Liability Cap.

Provider's total liability for all claims related to the Services shall not exceed the **total fees paid by Client to Provider during the three (3) months immediately preceding the claim**.

6.3. Automation & AI Disclaimer.

Client acknowledges Services may involve AI and automation. Provider makes no guarantees regarding the accuracy or reliability of AI-generated output (e.g., "hallucinations"). Client accepts

responsibility for verifying critical outputs.

7. Third-Party Services & Authorization

7.1. Agent Authorization.

Client authorizes Provider to act as its agent to:

• Create accounts on Client's behalf (e.g., OpenAI, Twilio, SendGrid).

• Accept Terms of Service/Privacy Policies for such services.

• Manage billing using Client-provided payment methods.

7.2. Independent Relationships.

Provider does not control third-party services. Their fees and terms are the sole responsibility of the Client.

8. General Provisions

8.1. Independent Contractor.

Provider is an independent contractor, not an employee. Provider is responsible for its own taxes and benefits.

8.2. Governing Law.

This Agreement shall be governed by the laws of the State of [Washington].

8.3. Entire Agreement.

This document constitutes the entire agreement between the parties and supersedes all prior agreements.

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

OnePoint CTO

Signature: _____

Name: Reno Warner

Title: Founder / V-CTO

[Client Company Name]

Signature: _____

Name: _____

Title: _____