

# Master Service Agreement

This Master Service Agreement ("Agreement") is entered into with Amazon, a California corporation, having its principal place of business at Two Market St, San Francisco, California 94105 ("CUSTOMER") and has a start date of 2023-09-01. With Total Contract Value of : 107750

“Intellectual Property Rights” means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know-how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

**Venue; Waiver of Jury Trial.** The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement

**Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns

(A) Services Warranty. Avatier warrants that the Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. If Customer discovers a deficiency in the Services, then Customer shall, within 30 days after completion of the deficient services, submit to Avatier a written report describing the deficiency in reasonable detail, and Avatier shall re-perform the deficient Services. If Avatier is unable to re-perform the Services, then, upon Customer’s request, Avatier shall refund any payments that Customer has made for such Services.

(B) WARRANTY DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, AVATIER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER’S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES IS RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS SECTION 4.

In the event that either party is prevented from performing its obligations under this agreement due to any unforeseen and uncontrollable event or circumstance beyond their reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, governmental actions, or labor disputes, such party shall promptly notify the other party in writing detailing the nature and impact of the force majeure event. During the continuance of such event, the affected party's performance obligations shall be suspended to the extent affected, and both parties shall make reasonable efforts to mitigate the effects and resume performance. If the force majeure event persists for a continuous period of [insert number of days], either party may terminate this agreement without incurring any liability, except for obligations incurred before the occurrence of the force majeure event. This force majeure clause is without prejudice to any other rights or remedies available to the parties under this agreement or at law.

Any dispute, controversy, or claim arising out of or relating to this agreement or the breach, termination, or invalidity thereof, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator appointed in accordance with the AAA rules. The place of arbitration shall be [insert city and state]. The language of the arbitration shall be English. The arbitrator's decision shall be final and binding on both parties. The parties agree to waive any rights to seek remedies in a court of law, including the right to a jury trial. The arbitration award may be enforced in any court of competent jurisdiction. The parties shall equally share the costs and expenses of the arbitration, including the arbitrator's fees, administrative fees, and any other fees associated with the process, unless the arbitrator decides otherwise. The parties agree to maintain the confidentiality of the arbitration proceedings and any information exchanged during the process. This arbitration clause shall survive the termination or expiration of this agreement.

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**Indemnification:** An indemnification clause is a contractual provision that allocates the responsibility for certain types of losses, damages, or liabilities that may arise during the course of an agreement to one of the parties involved. The clause requires one party (the indemnitor) to compensate or "indemnify" the other party (the indemnitee) for specific losses or damages resulting from specified events, such as breaches of contract, third-party claims, or violations of laws or regulations. The indemnification may cover legal costs, damages, and expenses incurred by the indemnitee as a result of the covered events. The clause may define the scope of indemnification, including any limitations on the types of damages or losses that are covered. It is crucial for both parties to carefully review and negotiate the

indemnification clause to ensure that the allocation of risks is fair and reasonable. The clause often survives the termination of the agreement to provide ongoing protection for the indemnitee.

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In the event of a breach of this contract, the non-breaching party shall be entitled to liquidated damages as compensation, which both parties agree represents a reasonable estimation of the anticipated loss resulting from the breach. The liquidated damages shall be fixed at 100,000 USD. The right to claim liquidated damages shall be in addition to any other available remedies. The non-breaching party must provide written notice of the breach to the breaching party within a reasonable time to claim liquidated damages. If the liquidated damages provision is found unenforceable, the non-breaching party may seek actual damages. The liquidated damages clause survives contract termination. Governing law: Texas, USA.

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**1. Confidential Information.** For purposes of this agreement, "Confidential Information" includes:

1.1. any trade secret, know-how, invention, concept, software program, source code, object code, application, documentation, schematic, procedure, contract, information, knowledge, data, database, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, technical, scientific, customer, employee, investor, or business information, whether in oral, written, graphic, or electronic form;

1.2. any non-public business information, including personnel data, correspondence with any Governmental Authority, historical customer information and data, historical cost information such as budgets, operating expenses, and capital costs, and projected capital additions, operating cost information, and other business, and financial reports and forecasts;

1.3. any document, diagram, photograph, drawing, computer program, or other communication that is either conspicuously marked "confidential", or is known or reasonably should have been known by the Receiving Party to be confidential; and

1.4. any advice, information, exhibits, documentation, or any other information that the Receiving Party should reasonably expect would be protected by attorney-client privilege or work product doctrine or other applicable privileges.