

# MASTER SERVICES AGREEMENT

**Contract Number:** MSA-2025-1847

**Execution Date:** January 15, 2025

This Master Services Agreement (the "**Agreement**") is entered into as of the **15th day of January, 2025** (the "**Effective Date**"), by and between:

**TECHCORP SOLUTIONS INC.**, a Delaware corporation with its principal place of business at 1500 Technology Drive, San Francisco, California 94102 (hereinafter referred to as "**Provider**" or "**TechCorp**"),

AND

**GLOBAL ENTERPRISES LLC**, a California limited liability company with its principal place of business at 2800 Business Plaza, Los Angeles, California 90017 (hereinafter referred to as "**Client**" or "**Global**").

Provider and Client are each referred to individually as a "**Party**" and collectively as the "**Parties**".

## RECITALS

WHEREAS, Provider is engaged in the business of providing enterprise software development, cloud infrastructure management, and technology consulting services;

WHEREAS, Client desires to engage Provider to perform certain software development and IT infrastructure services as more particularly described herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. SCOPE OF SERVICES

## 1.1 Services

Provider agrees to provide the following services (collectively, the "**Services**") to Client:

- (a) Custom software development and application maintenance;
- (b) Cloud infrastructure setup and management on AWS and Azure platforms;
- (c) 24/7 technical support and system monitoring;
- (d) Quarterly security audits and compliance reporting;
- (e) Technology consulting and strategic planning services.

## 1.2 Service Levels

Provider shall maintain a service availability of 99.9% uptime for all critical systems. Provider **shall provide** written monthly performance reports to Client by the **5th business day of each month** detailing system uptime, incident response times, and resolution metrics.

# 2. TERM AND TERMINATION

## 2.1 Initial Term

This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years, expiring on **January 14, 2028** (the "Initial Term"), unless earlier terminated in accordance with this Section 2.

## 2.2 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 non-renewal at least ninety (90) days prior to the end of the then-current term. The first renewal period, if exercised, shall commence on **January 15, 2028**.

## 2.3 Termination for Convenience

Either Party may terminate this Agreement for convenience upon **one hundred eighty (180) days** prior written notice to the other Party. Any such notice of termination must be delivered no later than **July 17, 2027** to be effective for the end of the Initial Term.

## 2.4 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; (b) becomes insolvent or files for bankruptcy; or (c) ceases business operations.

### **3. COMPENSATION AND PAYMENT TERMS**

#### **3.1 Service Fees**

Client shall pay Provider the following fees for the Services:

- (a) **Base Monthly Retainer: \$85,000 USD** (Eighty-Five Thousand US Dollars) payable on the first day of each month;
- (b) **Implementation Fee: \$250,000 USD** (Two Hundred Fifty Thousand US Dollars) due within thirty (30) days of the Effective Date;
- (c) **Hourly Rate for Additional Services: \$175 USD** per hour for services exceeding the scope of the base retainer;
- (d) **Annual Licensing Fee: \$120,000 USD** payable in quarterly installments of \$30,000 each.

#### **3.2 Payment Terms**

All invoices shall be paid within thirty (30) days of the invoice date. Late payments shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. Client shall submit a detailed budget forecast by **December 1st of each year** for the following fiscal year.

#### **3.3 Annual Increase**

The fees specified in Section 3.1(a) shall increase by three percent (3%) annually on each anniversary of the Effective Date, with the first increase effective **January 15, 2026**.

### **4. INTELLECTUAL PROPERTY RIGHTS**

#### **4.1 Ownership of Deliverables**

Upon full payment of all fees due, Client shall own all rights, title, and interest in and to all custom software, documentation, and deliverables created specifically for Client under this Agreement. Provider retains ownership of all pre-existing intellectual property, tools, and methodologies.

#### **4.2 License Grant**

Provider hereby grants to Client a non-exclusive, worldwide, perpetual license to use Provider's proprietary tools and frameworks incorporated into the deliverables, solely for Client's internal business purposes.

## 5. CONFIDENTIALITY

### 5.1 Confidential Information

Each Party agrees to maintain the confidentiality of all Confidential Information received from the other Party and shall not disclose such information to any third party without prior written consent. This obligation shall survive for a period of five (5) years following termination of this Agreement.

### 5.2 Return of Materials

Upon termination or expiration of this Agreement, each Party **shall promptly return** or destroy all Confidential Information of the other Party within thirty (30) days and **shall provide** written certification of such destruction by **February 13, 2028** (if termination occurs at the end of the Initial Term).

## 6. WARRANTIES AND REPRESENTATIONS

### 6.1 Provider Warranties

Provider represents and warrants that: (a) it has the right and authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner consistent with industry standards; (c) the deliverables will be free from material defects for a period of ninety (90) days following delivery; and (d) the Services will not infringe upon any third-party intellectual property rights.

### 6.2 Client Warranties

Client represents and warrants that it has the authority to enter into this Agreement and grant the licenses and access rights necessary for Provider to perform the Services.

## 7. LIMITATION OF LIABILITY

### 7.1 Cap on Liability

Except for breaches of confidentiality or intellectual property infringement, neither Party's total aggregate liability under this Agreement shall exceed

**\$500,000 USD** (Five Hundred Thousand US Dollars) or the total fees paid by Client in the twelve (12) months preceding the claim, whichever is greater.

## 7.2 Consequential Damages

Neither Party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including lost profits, revenue, or data, even if advised of the possibility of such damages.

# 8. INSURANCE

## 8.1 Required Coverage

Provider shall maintain, at its own expense, the following insurance coverage throughout the term of this Agreement:

- (a) Commercial General Liability: **\$2,000,000 per occurrence;**
- (b) Professional Liability (Errors & Omissions): **\$5,000,000 per claim;**
- (c) Cyber Liability Insurance: **\$3,000,000 per occurrence;**
- (d) Workers' Compensation: As required by applicable law.

## 8.2 Proof of Insurance

Provider shall provide certificates of insurance to Client within fifteen (15) days of the Effective Date and shall deliver updated certificates at least thirty (30) days prior to any policy renewal or modification. The next certificate renewal is due by **December 15, 2025**.

# 9. COMPLIANCE AND AUDIT RIGHTS

## 9.1 Regulatory Compliance

Provider shall comply with all applicable federal, state, and local laws and regulations, including but not limited to GDPR, CCPA, HIPAA (to the extent applicable), SOC 2 Type II standards, and PCI-DSS requirements for payment card data handling.

## 9.2 Audit Rights

Client shall have the right to audit Provider's compliance with this Agreement upon thirty (30) days' written notice, not more than twice per calendar year. Provider must submit to an independent third-party security audit by **June 30, 2025**, and annually thereafter by June 30th of each year.

### 9.3 Compliance Reporting

Provider **shall deliver** quarterly compliance reports to Client's Chief Information Security Officer by the **15th day of January, April, July, and October** of each year, detailing all security incidents, system changes, and compliance metrics.

## 10. DATA PROTECTION AND SECURITY

### 10.1 Data Security

Provider shall implement and maintain appropriate technical and organizational measures to protect Client Data against unauthorized access, disclosure, alteration, or destruction. All data shall be encrypted in transit using TLS 1.3 or higher and at rest using AES-256 encryption.

### 10.2 Security Incidents

Provider **shall notify** Client of any security incident involving Client Data within twenty-four (24) hours of discovery and **shall provide** a detailed incident report within seventy-two (72) hours.

### 10.3 Data Retention and Deletion

Upon termination of this Agreement, Provider shall securely delete all Client Data within sixty (60) days, unless otherwise required by law. Provider **must provide** written certification of data deletion by **March 15, 2028** (assuming termination at end of Initial Term).

## 11. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, labor disputes, government actions, or natural disasters. The affected Party shall provide written notice within five (5) business days of the force majeure event.

## 12. NOTICES

All notices under this Agreement shall be in writing and delivered by certified mail, overnight courier, or email to:

**If to Provider:**

TechCorp Solutions Inc.

Attn: Legal Department

1500 Technology Drive  
San Francisco, CA 94102  
Email: legal@techcorpsolutions.com

**If to Client:**

Global Enterprises LLC  
Attn: Procurement Department  
2800 Business Plaza  
Los Angeles, CA 90017  
Email: contracts@globalenterprises.com

## **13. GENERAL PROVISIONS**

### **13.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

### **13.2 Dispute Resolution**

Any disputes arising under this Agreement shall first be subject to good faith negotiations. If not resolved within thirty (30) days, the dispute shall be submitted to binding arbitration in San Francisco, California under the rules of the American Arbitration Association.

### **13.3 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof.

### **13.4 Amendments**

No amendment or modification of this Agreement shall be valid unless in writing and signed by authorized representatives of both Parties.

### **13.5 Assignment**

Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement to a successor in connection with a merger, acquisition, or sale of substantially all assets.

### **13.6 Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### **13.7 Waiver**

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

### **13.8 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the date first written above.

#### **TECHCORP SOLUTIONS INC.**

By: \_\_\_\_\_

Name: Jennifer Martinez

Title: Chief Executive Officer

Date: January 15, 2025

#### **GLOBAL ENTERPRISES LLC**

By: \_\_\_\_\_

Name: Robert Chen

Title: Chief Procurement Officer

Date: January 15, 2025

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TechCorp Solutions Inc. and Global Enterprises LLC