# Master Service Agreement

Effective Date: **[EFFECTIVE DATE]**

This Master Service Agreement ("Agreement") is made and entered into by and between **SecureLynx, LLC, a California limited liability company ("Service Provider" or "SecureLynx")**, and **[CLIENT LEGAL NAME]** ("Client"), effective as of **[EFFECTIVE DATE]**.

## 1. Definitions

- **On-Site Service:** technical support delivered by SecureLynx physically at the Client's premises.
- **Downtime:** any period during which the Client's systems are unavailable due to unplanned outages not caused by Planned or Emergency Maintenance.
- **Planned Maintenance:** scheduled maintenance with advance notice to the Client.
- **Emergency Maintenance:** unscheduled, urgent maintenance necessary to address critical service-impacting issues.
- **Business Hours:** 8:00 AM to 6:00 PM, Monday through Friday, excluding California-recognized public holidays.
- **Change Order:** a written document executed by both parties that outlines any changes to the scope of services, timelines, or costs.
- **Client Environment:** the IT systems, devices, software, and infrastructure owned, leased, or otherwise used by the Client.
- **Data Breach:** any unauthorized access, use, disclosure, modification, or destruction of Client data.
- **Deliverables:** tangible or intangible outcomes (e.g., reports, configurations, documentation) produced as part of a service engagement.
- **Service Level Agreement (SLA):** a document outlining measurable performance and response targets for service delivery (Exhibit A).
- **Third-Party Provider:** any vendor, contractor, or supplier not under the direct control of SecureLynx.

## 2. Services

SecureLynx agrees to provide IT services to the Client as outlined and priced in Exhibit A (SLA). Services may include, but are not limited to:

- Network management and monitoring
- Server maintenance and support
- Workstation support and updates
- On-site and remote technical support
- IT consulting and project implementation

Detailed scope, service levels, and pricing adjustments are governed by the SLA.

## 3. Service Scope

The scope of services includes:

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- **Network Support:** management of network devices, monitoring, and optimization.
- **Server Support:** hardware and software maintenance and troubleshooting for Client servers.
- **Workstation Support:** support for end-user devices, including updates and repairs.
- **On-Site Support:** available as needed; rates and terms defined in Exhibit A (SLA) or applicable work orders.

Any work outside this scope may require a separate **Change Order Request Form** signed by both parties.

## 4. Payment Terms

Client agrees to pay SecureLynx based on the configuration and rates outlined in Exhibit A (SLA). Charges for additional work may apply with prior written approval. SecureLynx does not sell or resell hardware or software licensing; Client purchases those directly, at its discretion. Payment terms are Net 30 unless otherwise stated.

## 5. Client Responsibilities

Client agrees to:

- Maintain necessary hardware and software to enable service delivery.
- Provide timely access to systems, facilities, and personnel.
- Pay for all services rendered, including those beyond standard coverage as approved.

## 6. Service Level Agreement (SLA)

SecureLynx will make reasonable efforts to respond to service requests within agreed-upon timeframes. Refer to Exhibit A (SLA) for defined expectations and escalation protocols.

## 7. Independent Contractor

SecureLynx is an independent contractor. Nothing in this Agreement shall create a partnership, joint venture, or employment relationship.

## 8. Term and Termination

This Agreement remains in effect until terminated by either party with thirty (30) days' written notice. On termination:

- Ongoing services will be supported through the termination date.
- Outstanding fees remain due.

**Termination Costs:** On termination, Client remains responsible for recurring service fees through the end of the then-current billing month. Data retrieval, retention, and any SecureLynx-assisted recovery, export, or migration on termination are governed by the Service Level Agreement (Exhibit A), including its fifteen (15) day no-charge retrieval window and its cap on recovery-assistance fees. Return or destruction of Protected Health Information is governed by the Business Associate Agreement, and of other regulated Customer Information by the Data Security Addendum, where either is in place.

**Offboarding:** On termination, SecureLynx will provide the Client with its environment documentation, administrative credentials, and Client data in standard, machine-readable formats within twenty-five (25) days of the termination date. This handover is separate from, and runs alongside, the Client's fifteen (15) day

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no-charge window under the SLA to retrieve or export its recoverable backup data. Immutable, Object Lock protected backup copies follow the fixed retention lifecycle described in the SLA, and Protected Health Information the Business Associate Agreement, where either is in place.

**Immediate Termination** may occur for material breach not remedied within twenty (20) days of notice, or for non-payment.

## 9. Confidentiality

Both parties agree to keep proprietary or sensitive information confidential and not share it without written consent.

## 10. Data Protection and Security

SecureLynx will:

- Access systems only as required.
- Protect Client data using reasonable safeguards.
- Notify the Client of any known or suspected data breaches without undue delay, and in any event within seventy-two (72) hours of discovery.
- Use secure authentication and encryption practices.

Client remains responsible for backing up their own critical data, except to the extent backup or disaster-recovery services are listed as a service component in Exhibit A (SLA), in which case SecureLynx will manage and periodically test those backups as described in the SLA.

## 11. Force Majeure

Neither party is liable for delays or failures due to events beyond their control (e.g., natural disasters, war, labor disputes).

## 12. Indemnification and Limitation of Liability

SecureLynx is not liable for data loss or system issues unless caused by gross negligence.

**Indemnification by Client.** Client will defend and indemnify SecureLynx from third-party claims arising from Client's use of the services, Client data, or Client's violation of law.

**Indemnification by SecureLynx.** SecureLynx will defend and indemnify Client from third-party claims alleging that the services or Deliverables, as provided by SecureLynx, infringe a United States patent, copyright, or trademark, or misappropriate a trade secret. This obligation does not apply to the extent a claim arises from Client data or materials, modifications not made by SecureLynx, combination with items not supplied by SecureLynx, or use after SecureLynx has provided a non-infringing alternative. If a claim is made or likely, SecureLynx may procure the right for Client to continue use, modify or replace the affected item so it is non-infringing, or, if neither is commercially reasonable, terminate the affected services and refund prepaid unused fees. This paragraph states SecureLynx's entire obligation and Client's exclusive remedy for infringement claims.

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Except in cases of gross negligence or willful misconduct, and except as provided in the Enhanced Cap below, SecureLynx's aggregate liability under this Agreement shall not exceed the total fees paid by the Client to SecureLynx during the six (6) months immediately preceding the event giving rise to the claim (the “General Cap”).

**Enhanced Cap.** For liability arising from a party’s breach of Section 9 (Confidentiality) or Section 10 (Data Protection and Security), a Data Breach, or a party’s indemnification obligations under this Section, the liable party’s aggregate liability shall not exceed the greater of (a) two (2) times the General Cap, or (b) the insurance proceeds available under the coverage required by Section 16 for the claim. For this purpose, “available” means the applicable limits of the coverage required by Section 16 for claims of that type; provided that the liable party’s liability in excess of insurance proceeds actually paid by its insurers shall not exceed two (2) times the General Cap. This Enhanced Cap does not apply to liability arising from fraud, gross negligence, or willful misconduct.

Neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any lost profits, lost revenue, loss of data, or loss of business or goodwill, arising out of or relating to this Agreement, even if advised of the possibility of such damages and regardless of the legal theory asserted. The limitations and exclusions in this Section do not apply to amounts owed for services rendered or to liability arising from fraud, gross negligence, or willful misconduct. A party's indemnification obligations and liability for a breach of confidentiality, a breach of Section 10, or a Data Breach are subject to the Enhanced Cap above rather than the General Cap.

## 13. Warranties; Disclaimer

SecureLynx makes the following warranties, which are the only warranties it gives under this Agreement:

- **Performance.** SecureLynx will perform the services in a professional and workmanlike manner consistent with generally accepted industry standards.
- **Exclusive remedy.** For a breach of the performance warranty, Client's exclusive remedy and SecureLynx's entire obligation is for SecureLynx to re-perform the non-conforming services, provided Client gives written notice within thirty (30) days of the affected work. For failures to meet the service levels in Exhibit A (SLA), the service credits stated in the SLA are Client’s sole and exclusive remedy, and this re-performance remedy applies to other breaches of the performance warranty.

Except as expressly stated above, the services and any deliverables are provided "as is," and SecureLynx disclaims all other warranties, whether express, implied, or statutory, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. SecureLynx does not warrant that the services will be uninterrupted or error-free, or that every threat, vulnerability, or data loss can be prevented. Hardware, software, and services supplied by Third-Party Providers carry only the warranties, if any, of those providers.

## 14. Intellectual Property and Ownership of Deliverables

- **Background IP.** Each party keeps all right, title, and interest in intellectual property it owned before the Effective Date or develops separately from this Agreement, including SecureLynx's tools, scripts, templates, methodologies, and know-how ("SecureLynx Background IP").

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- **Deliverables.** On full payment of the fees for a given Deliverable, SecureLynx assigns to Client its right, title, and interest in that Deliverable as created specifically for Client, excluding SecureLynx Background IP.
- **License to Background IP.** Where SecureLynx Background IP is embedded in a Deliverable, SecureLynx grants Client a non-exclusive, perpetual, royalty-free license to use that Background IP as part of the Deliverable for Client's internal business purposes.
- **Client data.** Client keeps ownership of all Client data and Client-provided materials. Nothing in this Agreement transfers ownership of Client data to SecureLynx.

## 15. Assignment and Subcontracting

- Neither party may assign or transfer this Agreement without the other party's prior written consent, except that either party may assign it without consent to a successor in a merger, acquisition, or sale of substantially all of its assets, on written notice to the other party.
- SecureLynx may use qualified subcontractors to perform parts of the services, but remains responsible for the services and for ensuring each subcontractor is bound by confidentiality and data-protection obligations at least as protective as those in this Agreement.
- This Agreement binds and benefits the parties and their permitted successors and assigns. Any attempted assignment in violation of this Section is void.

## 16. Insurance

During the term, SecureLynx will maintain: (a) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (b) technology errors-and-omissions and cyber liability insurance, which may be written as a combined policy, with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate. On written request, SecureLynx will provide a certificate of insurance evidencing the coverage then in effect.

## 17. Governing Law

This Agreement shall be governed by the laws of the State of California.

## 18. Entire Agreement

This Agreement, together with its exhibits and any addenda, Statements of Work, Work Orders, and Change Orders executed by the parties, represents the full understanding between the parties. In the event of a conflict, this Agreement controls over an exhibit or attachment, except where an exhibit or addendum expressly states that it controls as to its subject matter (for example, the Business Associate Agreement and the Data Security Addendum) or where this Agreement expressly defers to an exhibit. Changes must be in writing and signed by both parties.

## 19. Dispute Resolution

In the event of any dispute arising under or in connection with this Agreement, the parties shall first attempt to resolve the matter through good faith negotiations. If the dispute remains unresolved, the parties agree to

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submit the matter to non-binding mediation with a mutually agreed-upon mediator in Los Angeles County, California. If mediation does not result in a resolution, either party may pursue legal action in a court of competent jurisdiction. Arbitration is expressly excluded as a form of dispute resolution.

## 20. Survival

Sections covering Confidentiality, Warranties and Disclaimers, Intellectual Property and Ownership of Deliverables, Limitation of Liability, Indemnification, Governing Law, and Dispute Resolution shall survive termination of this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## 21. Notices

All notices must be in writing and sent to the designated party contacts:

**SecureLynx, LLC**
15710 Rob Roi Ct.
Canyon Country, CA 91387

**[CLIENT LEGAL NAME]**
**[CLIENT ADDRESS]**

## 22. General Provisions

- **Waiver.** No failure or delay in exercising a right under this Agreement is a waiver of it, and no single or partial exercise precludes any further exercise. A waiver is effective only if in writing and signed by the party giving it.
- **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and their permitted successors and assigns and creates no rights in any other person.
- **Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts, including by electronic signature, each of which is an original and all of which together form one agreement.
- **Compliance with Laws.** Each party will comply with the laws and regulations that apply to it in connection with this Agreement.
- **Headings.** Section headings are for convenience only and do not affect interpretation.

## 23. Attachments

- Exhibit A: Service Level Agreement (SLA), including service pricing and service credits

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## 24. Approval and Signatures

*By signing below, both parties acknowledge and accept the terms of this Agreement.*

**SecureLynx, LLC**
Authorized Signature

Printed Name

Date

**Client**
Authorized Signature

Printed Name

Date

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