

## **MASTER SERVICES AGREEMENT**

**Version:** 1.0

**Last Updated:** July 2025

**Permanent URL:** <https://scaleagilesolutions.com/MasterServicesAgreement>

This Master Services Agreement (the "Agreement") constitutes a legal, binding agreement between Adretreaver LLC DBA SCALE Agile Solutions ("Scale Agile") and the client identified in any Statement of Work or other agreement that references this Master Services Agreement by URL ("Client") for certain Services (as defined below) and states the terms upon which Scale Agile provides such Services to Client.

### **Incorporation by Reference**

This Agreement is incorporated by reference into any Statement of Work, Service Order, or other agreement that references this Agreement via its permanent URL at <https://scaleagilesolutions.com/MasterServicesAgreement>. The "Effective Date" of the Agreement as between Scale Agile and any Client shall be the date upon which Client first executes a Statement of Work or other agreement referencing this Agreement.

## **1. Services**

### **1.1 Scale Agile Services**

Subject to Client's compliance with this Agreement, Scale Agile will provide the services as specifically described in the applicable Service Addendum and Statement of Work (collectively, "Services"). The specific type of Services, deliverables, timelines, and service-specific terms shall be set forth in the applicable Service Addendum and Statement of Work executed by the parties.

### **1.2 Service Activation**

Following execution of the Statement of Work, Scale Agile shall initiate the activation of the Services as described in the applicable Service Addendum and Statement of Work.

### **1.3 Support**

Scale Agile will provide the level of support applicable to the Service package purchased by Client as detailed in the applicable Service Addendum. Client may initiate support requests by contacting: [customerservice@scaleagilesolutions.com](mailto:customerservice@scaleagilesolutions.com)

### **1.4 Modifications to Services**

Scale Agile may modify the Services from time to time, provided that such modifications do not materially adversely affect the Services. Any material modifications will be communicated to Client with reasonable advance notice.

## **2. Fees and Payment**

### **2.1 Payment Terms**

Payment for Services shall be made according to the terms set forth in the Pricing Addendum. Payment may be made either: (a) Directly by Client; or (b) On behalf of Client by a designated reseller as specified in the Statement of Work.

### **2.2 Late Payment**

Any payment not received within the time period specified in the Pricing Addendum shall accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower.

## **3. Client's Use of the Services**

### **3.1 Client Account**

Where applicable to the Services provided, Client shall create and maintain account credentials. Client is responsible for (a) ensuring that account registration information is complete and accurate; and (b) the security and confidentiality of account credentials.

### **3.2 Authorized Users**

Client shall designate authorized users as required for the specific Services provided. Authorized users must be Client's employees, agents, or contractors acting within the scope of their duties to Client.

### **3.3 Acceptable Use**

Client shall comply with Scale Agile's Acceptable Use Policy, available at <https://scaleagilesolutions.com/AcceptableUsePolicy>. Client shall not use the Services for any unlawful purpose or in violation of any applicable laws, regulations, or third-party rights.

### **3.4 Client Responsibilities**

Client shall: (a) Cooperate with Scale Agile in all matters relating to the Services; (b) Provide such information and access as Scale Agile may reasonably request; (c) Comply with all applicable laws and regulations in connection with its use of the Services.

#### **4. Confidentiality**

##### **4.1 Confidential Information**

"Confidential Information" means (a) the non-public business or technical information of either party; (b) any information designated as "confidential" or "proprietary"; (c) the terms of this Agreement; or (d) any data or information processed through the Services.

Confidential Information excludes information that: (i) is or becomes publicly available without breach; (ii) is lawfully received from a third party; (iii) was previously known; or (iv) is independently developed.

##### **4.2 Obligations**

Each party agrees to maintain the confidentiality of the other party's Confidential Information and use it solely for purposes of this Agreement. Either party may disclose Confidential Information if required by law, provided reasonable notice is given where permitted.

#### **5. Intellectual Property Rights**

##### **5.1 Scale Agile Property**

All technology, software, and intellectual property used to provide the Services remain the sole property of Scale Agile or its licensors.

##### **5.2 Client Property**

All data, content, and materials provided by Client remain the sole property of Client. Client grants Scale Agile a limited license to use such materials solely to provide the Services.

#### **6. Term and Termination**

##### **6.1 Term**

This Agreement commences on the Effective Date and continues for the term specified in the applicable Statement of Work.

##### **6.2 Termination for Breach**

Either party may terminate this Agreement if the other party materially breaches its obligations and fails to cure such breach within thirty (30) days of written notice.

### **6.3 Effect of Termination**

Upon termination: (a) all rights to access Services cease; (b) all fees incurred become due; and (c) each party shall return or delete the other party's Confidential Information.

## **7. Warranties and Disclaimers**

### **7.1 Mutual Warranties**

Each party warrants that it has the authority to enter into this Agreement and will comply with applicable laws.

### **7.2 DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCALE AGILE PROVIDES THE SERVICES "AS IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **8. Limitation of Liability**

### **8.1 LIMITATION**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. SCALE AGILE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **9. Indemnification**

### **9.1 Mutual Indemnification**

Each party shall indemnify the other against third-party claims arising from its breach of this Agreement or violation of applicable laws.

## **10. General Provisions**

### **10.1 Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Florida, without regard to conflict of law principles. Any disputes arising under this Agreement shall be subject to

the exclusive jurisdiction of the state and federal courts located in Broward County, Florida.

### **10.2 Entire Agreement**

This Agreement, together with all applicable Addendums and Statements of Work, constitutes the entire agreement between the parties.

### **10.3 Order of Precedence**

In the event of any conflict, the order of precedence shall be: (1) Service-Specific Addendum (for service details); (2) Statement of Work (for deliverables and timeline); (3) Pricing Addendum (for pricing); (4) this Master Services Agreement (for general terms).

### **10.4 Notices**

All notices shall be in writing and sent to the addresses specified in the Statement of Work.

### **10.5 Amendments and Version Control**

Scale Agile may update this Agreement from time to time. The current version will always be available at <https://scaleagilesolutions.com/MasterServicesAgreement>. Any material changes to this Agreement will be communicated to active Clients via email at least thirty (30) days before the changes take effect. Continued use of Services after such notice period constitutes acceptance of the amended terms. The version of this Agreement in effect at the time a Statement of Work is executed shall govern that specific engagement unless otherwise agreed in writing.

### **10.6 Electronic Acceptance**

By executing a Statement of Work or other agreement that references this Master Services Agreement by URL, Client acknowledges that it has read, understood, and agrees to be bound by the terms of this Agreement. Electronic signatures and acceptances shall be deemed valid and binding to the same extent as traditional handwritten signatures.

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