

MASTER SERVICE AGREEMENT

Between: Data Science & Engineering Experts, LLC

And: _____ ("Client")

Date: _____

1. PARTIES AND DEFINITIONS

This Master Service Agreement (“Agreement”) is entered into between **Data Science & Engineering Experts, LLC**, a Georgia limited liability company (“**DSE**”), and the **Client** identified above.

- **“Services”** means technical consulting, software development, data science, AI/ML development, system integration, database engineering, DevOps/SRE, project management, and related professional services specified in Statements of Work.
- **“Deliverables”** means custom work products, documentation, code, configurations, runbooks, diagrams, and materials created specifically for Client, excluding standard reports or outputs from DSE’s proprietary tools.
- **“Client Data”** means all data or content provided by Client to DSE for processing or analysis.
- **“Processed Data”** means Client Data that has been transformed, analyzed, or manipulated by DSE.
- **“AI Outputs”** means results, predictions, or content generated by AI models or algorithms.
- **“Statement of Work”** or **“SOW”** means written specifications for particular Services, including scope, timeline, acceptance criteria, and fees.
- **“Change Request”** or **“CR”** means a written request to modify scope, timeline, or cost after an SOW is executed.
- **“Backlog”** means a documented list of desired features/tasks **not** included in the current SOW or retainer scope that may be prioritized in future SOWs.

2. SERVICE DELIVERY FRAMEWORK

2.1 Service Authorization

Services are authorized through signed SOWs, proposals, or written work orders referencing this Agreement. Each SOW incorporates these terms unless explicitly modified in writing.

2.2 Performance Standards

DSE will perform Services with professional skill and care consistent with industry standards, relying on information provided by Client and assumptions documented in applicable SOWs.

2.3 Acceptance and Change Management

Deliverables are deemed accepted if Client does not provide written objection within **ten (10) business days** of delivery, citing unmet acceptance criteria. Scope changes require a **CR** and may adjust timelines and fees.

2.4 Service Level Standards (Communications)

Unless an SOW sets stricter standards, DSE will acknowledge Client requests within two (2) business days. For agile projects, Client agrees to provide approvals/decisions within forty-eight (48) hours to avoid delay (see §6.2.4 and §10).

2.5 Data Security and Compliance

DSE will implement reasonable administrative, physical, and technical measures to protect Client Data and comply with applicable data protection laws (including GDPR/CCPA where relevant). DSE will notify Client within **24 hours** of any **suspected** data breach involving Client Data that DSE becomes aware of.

2.6 Client Responsibilities

Client shall: (a) provide timely access to systems, data, and personnel; (b) designate authorized approvers; (c) respond within agreed timeframes; (d) provide accurate, complete information; (e) maintain funding for required third-party services; and (f) ensure provided data complies with law and third-party rights. **Delays, lack of access, or late**

approvals may result in schedule slippage and additional fees. DSE may suspend work for extended access failures after written notice.

2.7 Reporting & Governance (Retainer/Agile Projects)

- **Weekly Activity Report** (burn-rate, progress, next steps): delivered **Friday 3–5 PM ET** or **Monday 9–11 AM ET**.
- **Bi-Monthly KPI Briefings** (every other **Thursday**): KPIs and status by workstream (e.g., Backend Performance, Security/Compliance, Forms, Migration, PMO overall with R/Y/G, risks, issues, blockers).
- **Monthly Summary**: deliverables, KPIs, outcomes, and forward plan.
- **Burn-Rate Alerts**: DSE will notify Client when **75%** of prepaid hours are consumed.

3. PAYMENT TERMS

3.1 Fees and Expenses

All fees are in USD and exclude taxes (Client is responsible). Unless stated otherwise in an SOW:

- **Retainers** are due **monthly in advance**;
- **Project fees** are invoiced per the SOW schedule;
- Expenses (pre-approved) are reimbursed at cost with receipts. Third-party infrastructure costs such as AWS hosting, GitHub subscriptions, and similar services are pass-through expenses billed separately to Client.

3.2 Invoicing and Payment

Invoices include itemization. Payment is due **net 30**. Late balances accrue **1.5% per month**. Client may dispute amounts within **15 days**; undisputed portions remain payable. DSE may **suspend Services** if an account is over **30 days** past due.

3.3 Fee Adjustments

Annual fee increases up to **5%** may apply with **60 days'** notice. Scope changes require a CR and mutually agreed fee adjustment.

4. INTELLECTUAL PROPERTY

4.1 Client Deliverables

Client owns all **custom Deliverables** created specifically for Client under this Agreement (including bespoke algorithms, custom code, configurations, and documentation).

4.2 License to DSE Pre-existing IP

To the extent DSE's pre-existing IP is embedded in Deliverables, DSE grants Client a **perpetual, non-exclusive, non-transferable** license to use such IP solely for Client's internal business purposes.

4.3 DSE Proprietary Rights

DSE retains all rights to its pre-existing IP, methodologies, frameworks, and general know-how; internal tools; independently developed technologies; and **anonymized/aggregated insights** (with Client consent and without identifying Client Data).

4.4 AI-Specific IP

Custom AI models created exclusively for Client are Client-owned; DSE retains rights to underlying general algorithms and tools unless explicitly transferred. **AI Outputs** are owned by Client. DSE disclaims responsibility for accuracy, bias, or ethical implications unless an SOW provides explicit governance/testing obligations.

4.5 Third-Party Materials

Third-party software/licenses remain subject to their original terms. Client is responsible for third-party fees unless an SOW states otherwise.

4.6 Mutual IP Indemnification

Each party will indemnify the other against third-party IP infringement claims arising from that party's materials, subject to Section 7 limitations and prompt notice/cooperation.

5. CONFIDENTIALITY AND DATA USAGE

Confidential information is governed by the NDA attached as **Exhibit A** and incorporated herein. **DSE will not use Client Data for AI training, benchmarking, or marketing** without Client's written consent. Where feasible, DSE will minimize and/or anonymize Client Data for internal process improvement.

6. WARRANTIES AND DISCLAIMERS

6.1 Mutual Warranties

Each party warrants it has authority to enter this Agreement, performance will not violate third-party rights, and it will comply with applicable law.

6.2 DSE Service Warranties

DSE warrants Services will be performed in a workmanlike manner consistent with industry standards and applicable privacy laws. If notified within **90 days**, DSE will re-perform non-conforming Services at no additional charge.

6.2.4 Client Turnaround: Client approvals and required inputs will be provided within forty-eight (48) hours. Delays may be recorded as Risks/Issues and can extend schedules or incur additional cost via CR.

6.3 Client Data Warranties

Client warrants its data complies with law, does not infringe third-party rights, and is free of malicious code.

6.4 Disclaimers

EXCEPT AS EXPRESSLY STATED, SERVICES ARE PROVIDED “**AS IS.**” DSE DISCLAIMS ALL IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT). DSE SPECIFICALLY DISCLAIMS LIABILITY FOR AI OUTPUT ACCURACY, ALGORITHMIC BIAS, OR ETHICAL IMPLICATIONS UNLESS AN SOW EXPRESSLY ASSUMES SUCH OBLIGATIONS.

7. LIMITATION OF LIABILITY AND INSURANCE

7.1 Liability Cap

DSE's aggregate liability arising under this Agreement shall not exceed the fees **paid by Client in the twelve (12) months** preceding the claim, except for willful misconduct, gross negligence, or IP indemnification obligations.

7.2 Consequential Damages

NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS), EVEN IF ADVISED OF THE POSSIBILITY.

7.3 Insurance

Each party will maintain commercially reasonable professional liability and cybersecurity coverage.

7.4 Time Limitation

Any claim must be filed within **one (1) year** after the cause of action accrues.

8. TERMINATION

8.1 Termination Rights

Either party may terminate: (a) for convenience with **30 days'** written notice; (b) for material breach not cured within **10 days**; or (c) immediately upon insolvency/bankruptcy.

8.2 Effect of Termination

Client pays for Services rendered through the termination date. Each party will return/destroy Confidential Information per the NDA. DSE will deliver completed Deliverables upon payment and provide reasonable transition assistance at standard rates. Survival terms apply (see §8.4).

8.3 Non-Solicitation

For **twelve (12) months** after termination, Client shall not directly solicit DSE employees who worked on Client's account without DSE's written consent.

8.4 Survival

Sections **4, 5, 6.4, 7, 8.3, and 9–11** survive termination.

9. GENERAL PROVISIONS

9.1 Independent Contractor

DSE is an independent contractor.

9.2 Assignment

Neither party may assign without consent, except DSE may assign to an affiliate or in connection with merger, acquisition, or sale of substantially all assets.

9.3 Dispute Resolution

Disputes will first be addressed via good-faith mediation. If unresolved after **60 days**, the dispute shall be brought in the state or federal courts located in **Fulton County, Georgia**.

9.4 Governing Law

Georgia law governs, without regard to conflicts principles.

9.5 Notices

Notices must be in writing and delivered by email with confirmation or by certified mail to the addresses designated by the parties.

9.6 Electronic Signatures

Counterparts and electronic signatures are valid and binding.

9.7 Audit Rights

Client may audit DSE's data-security controls **no more than annually**, during business hours, on reasonable notice, without disrupting DSE operations. Third-party attestations may satisfy audit requests.

9.8 Force Majeure

Neither party is liable for delays outside its reasonable control (including natural disasters, pandemics, cyberattacks, government actions, or network failures).

9.9 Entire Agreement

This Agreement and SOWs constitute the entire agreement and supersede prior understandings. Amendments must be in writing and signed by both parties.

9.10 Severability

If any provision is invalid, the remainder remains enforceable.

10. SCOPE CLARITY: NOT INCLUDED / CLIENT BACKLOG

Unless explicitly included in an SOW, the following are **out of scope** and will be placed in the **Backlog** for potential future scoping:

- **Marketing beyond SEO advisory** (e.g., content creation, ad buys, social campaigns, creative design).
- **API selection/research** and enterprise vendor onboarding (security reviews, legal/DPAs, cost modeling). If required, DSE will propose a separate SOW; DSE does **not** absorb vendor research costs.
- **Enhancements to Client’s current application** beyond hookup/stabilization and parity migration (“**Current-State**” enablement).
- **Donate-money functionality** unless explicitly added to scope.
- **Risk Analysis interactive tool** if not present in the current application.
- **Major database re-platforming** (e.g., Supabase → Aurora) or net-new features/products.
- **24×7 incident response** or after-hours support (available in higher-tier engagements).

11. EXHIBIT B — RISKS, ASSUMPTIONS & DEPENDENCIES (Incorporated)

Purpose. Every project carries inherent risks that may affect scope, schedule, budget, or delivery. The following apply by default unless an SOW overrides them.

11.1 Risk Register

#	Risk	Likelihood	Impact	Notes / Mitigation
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1	Incomplete or unclear requirements	High	High	Structured requirements sessions; document and confirm scope before build.
2	Single point of approval	High	High	Establish same-day response target; embed in Agile cadence.
3	Scope creep	Medium	High	Lock scope in SOW; track CRs against prepaid hours.
4	Limited budgeted hours	High	Medium	Weekly burn-down; notify at 75% consumption.
5	Dependency on client content	Low	Low	Client confirms content complete; minimal new content expected.
6	Website traffic & marketing uncertainty	Medium	Medium	Limit marketing to SEO advisory with client input; third-party costs OOS.
7	Security vulnerabilities	Low	High	Implement best practices; periodic scans recommended.
8	Technology compatibility	Medium	High	Test integration in staging before production.
9	Environment readiness	Low	Medium	Confirm AWS/hosting setup early;

				include in Sprint 1.
10	Client availability	High	Medium	Set availability expectations; schedule recurring ceremonies.
11	Marketing effectiveness	Medium	Medium	Frame outcomes as best-effort; provide analytics.
12	Change mgmt (content updates)	Low	Medium	Confirm content edits are OOS; limit backend changes to agreed scope.

11.2 Assumptions

- **Prepaid Hours.** Client purchased a block of **60 hours**; all work is performed against this balance. **Ten (10) hours** may have been applied to prior security remediation as noted in the SOW.
- **Scope.** Covers backend functionality and limited SEO advisory; **no** front-end redesign or new marketing channels unless added via **CR**.
- **Single Point of Contact.** Client provides a single approver for requirements, sprint reviews, and deliverables.
- **Approval Turnaround.** Approvals/responses within forty-eight (48) hours.
- **Agile Delivery.** Two-week sprints; approvals during reviews; forward work planned in Sprint Planning with Client.
- **Content Responsibility.** Client confirms content is complete; content creation/edits are excluded.
- **Third-Party Services.** Client funds required licenses/hosting/ads/tools.
- **Environment Readiness.** Hosting (e.g., AWS) is accessible and adequately funded for deployment.
- **Marketing Outcomes.** Best-effort; external factors may affect results.
- **Change Requests.** Out-of-scope items require written CR; may change cost/schedule.

11.3 Dependencies

- **Hosting Access.** Timely credentials for AWS/hosting and configuration privileges.
- **Domain & DNS Control.** Registrar/DNS access for updates.
- **Third-Party Accounts.** Credentials and active subscriptions (analytics, SEO tools, etc.).
- Timely Approvals. Within forty-eight (48) hours and during sprint ceremonies.
- **Communication Cadence.** Availability for scheduled meetings, sprint reviews, and planning.
- **External Vendors.** Reasonable responsiveness from any third-party vendors engaged by Client.

SIGNATURES

Client

Signature: _____

Name: _____

Title: _____

Company: _____

Address: _____

Date: _____