



MASTER SERVICES AGREEMENT

The shared legal core behind every Henschel service offering

These Master Terms are incorporated by reference into every Service Agreement signed between Henschel Technologies and [CLIENT LEGAL NAME]

Current text maintained at: henscheltech.com/legal/master-services-agreement

Effective date: [DATE]

TEMPLATE — have a Delaware business attorney review before use.

This is the legal core: term, payment, confidentiality, liability, and the rest. Each Service Agreement — a slim, service-specific document — describes its own scope, features, service levels, and pricing, and attaches to this Master by reference instead of repeating it.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement” or “these Master Terms”) is entered into as of [EFFECTIVE DATE] (the “Effective Date”), by and between Henschel Technologies (“Provider,” “we,” “us,” or “our”) and [CLIENT LEGAL NAME] with its principal place of business at [CLIENT ADDRESS] (“Client,” “you,” or “your”). Provider and Client are each a “Party” and together the “Parties.” These Master Terms set the legal terms that apply to every Service Agreement the Parties sign together. Each Service Agreement incorporates the Master Terms by reference and need not repeat them.

HOW THIS AGREEMENT WORKS

One master, many services. These Master Terms cover everything that is the same for every service — how agreements start and renew, fees and payment, what our team needs from yours, confidentiality and data handling, liability and indemnification, ending the relationship, and governing law. Each individual service — managed IT support, email security, phone and voice services, backup, or anything else we offer — is described in its own short Service Agreement naming the service, what it includes, its service-level commitments, and its pricing. Service Agreements stay slim and sharp because the legal core lives here, once.

Edit once, apply everywhere. When these Master Terms change, you amend this document once — every Service Agreement that attaches to it follows. The current text is always maintained at

<https://henscheltech.com/legal/master-services-agreement> — this is the official permalink for these Master Terms.

Incorporation by reference. A Service Agreement attaches to these Master Terms by stating, in substance:

“This Service Agreement incorporates the Henschel Technologies Master Services Agreement, as published at the permalink, by reference. The Master Terms are part of this Service Agreement as if fully restated here.”

Which version governs. Each Service Agreement is governed by the version of the Master Terms in force when that Service Agreement is signed, unless the Service Agreement expressly points to a different version.

Quotes and statements of work. Day-to-day orders, user and device counts, and one-time projects are documented in Quotes or statements of work under a Service Agreement. Either Party may request scope changes; no change takes effect until both Parties sign the Quote or statement of work describing the change and its fees.

Our delivery operations. We may use vetted subcontractors to help deliver the Services and remain responsible to you for their work. To deliver the Services, our team installs and maintains its management tools — such as a remote monitoring and management (RMM) agent, endpoint protection agents, and monitoring software — on Covered Devices. These tools are ours and are licensed to you only while this Agreement is in effect; we may remove them when it ends.

Third-party platforms. Some Services rely on third-party platforms (for example, Microsoft 365, N-able, Proofpoint, HaloPSA). Their license terms govern your use of those platforms; we pass those licenses through to you and keep them matched to your counts. We manage tickets with those vendors but are not liable for vendor outages, price changes, or terms changes.

1. Definitions

“Agreement” means these Master Terms together with every Service Agreement, Quote, and statement of work the Parties sign under this Agreement.

“Master Services Agreement” and “Master Terms” mean this document, which is incorporated by reference into each Service Agreement.

“Service Agreement” means a signed document describing one of our service offerings — its scope, features, service-level commitments, and pricing — that incorporates these Master Terms by reference instead of re-stating them.

“Quote” means a signed pricing and configuration document issued under a Service Agreement. If a Quote amount differs from an amount named in its Service Agreement, the Quote governs.

“Services” means all services our team provides under Service Agreements, Quotes, and statements of work executed under this Agreement.

“Fees” means the recurring and one-time charges identified on each Service Agreement and executed Quote.

“Covered Devices” means the endpoints, servers, and network devices covered by a Service Agreement as listed on an executed Quote.

“Covered Users” means Client employees or affiliates authorized to request support under the Services.

2. Term; Renewal

2.1. Initial term. This Master Services Agreement begins on the Effective Date and continues for an initial term of [12] months (the “Initial Term”).

2.2. Automatic renewal. At the end of the Initial Term — and each term after that — this Agreement renews automatically for successive terms of [12] months each (each a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party gives the other written notice of non-renewal at least [30] days before the term ends.

2.3. Fee adjustments at renewal. We may adjust recurring Fees at the start of a Renewal Term by giving you at least [45] days’ written notice. If the increase exceeds [5%] of the then-current monthly recurring total, you may end this Agreement (instead of renewing) by written notice within [15] days after our notice, effective at the end of the current term.

2.4. Service Agreement timing. Services under each Service Agreement begin when that Service Agreement (or its first Quote) is signed and its onboarding requirements are complete. Recurring billing starts on the billing start date stated in the Service Agreement or Quote. Unless a Service Agreement states its own term, it follows the Term of this Agreement and renews with it.

3. Fees and Payment

3.1. Amounts. You pay us the Fees shown on each Service Agreement and executed Quote.

3.2. Billing and due date. Recurring Fees are billed in advance; usage-based and one-time charges are billed in arrears as incurred. All amounts are due within [15] days after the invoice date.

3.3. Payment method. You agree to pay by [ACH transfer / e-check / business card], and to keep payment details current. We may charge recurring Fees to the card or account on file.

3.4. Late payment. Amounts unpaid when due bear interest at [1.5]% per month, or the maximum rate allowed by law, whichever is less, from the due date until paid. We may recover our reasonable collection costs, including attorneys’ fees.

3.5. Disputed charges. Dispute an invoice in writing within [15] days after the invoice date or it is deemed accepted. You pay undisputed amounts on time while a good-faith dispute is resolved.

3.6. Suspension. If an amount more than [15] days past due remains unpaid [10] days after written notice, we may suspend the Services until the balance (plus any reactivation fee named on a Quote) is paid. Suspension is not a waiver of any other right or remedy.

3.7. Third-party pass-through. License and platform costs we pass through from vendors may change when the vendor changes them; we will give you at least [30] days' notice when we can, and always at renewal.

3.8. Taxes. Fees do not include sales, use, or similar taxes; you are responsible for them.

4. Client Responsibilities

4.1. Your duties. To help our team deliver the Services, you will:

- Provide administrative credentials, remote access, and reasonable physical access to Covered Devices and IT spaces with reasonable notice.
- Designate [2] authorized contacts with authority to make decisions, and keep the contact list on file current.
- Respond to our team's reasonable requests for information within [2] business days (same business day for security or outage matters).
- Keep your licenses, manufacturer warranties, and vendor support active for Covered Devices or allow us to manage them under a Quote.
- Use the Services lawfully; do not disable, bypass, or interfere with the monitoring, security, and management tools we deploy.
- Notify our team promptly of planned network changes, renovations, power work, or staffing changes that affect the Services.

4.2. Data backups. Unless a managed backup Service Agreement or add-on is on file, we do not back up your data and are not responsible for restoring data lost to hardware failure, malware, user error, or any other cause. Keep your own current backups at all times.

5. Confidentiality and Data Handling

5.1. Definition. "Confidential Information" means non-public information a Party discloses to the other in connection with this Agreement — including business plans, customer lists, system designs, credentials, and security assessments — marked or reasonably understood as confidential. It excludes information that is or becomes public through no fault of the receiving Party, was already known, or is independently developed.

5.2. Duties. Each Party will (a) use the other's Confidential Information only to perform its obligations under this Agreement, (b) protect it with at least the same care it uses for its own similar information, and (c) disclose it only to employees and contractors who need to know and are bound by comparable duties. These duties survive [2] years after termination, except for trade secrets and credentials, which remain protected while confidential.

5.3. Our data practices. Our team stores credentials and security documentation in an encrypted credential vault, controls access by role, and never discloses your system credentials outside of delivering the Services. The credentials you store in any managed password vault we provide belong to you; our team accesses them only to work your tickets, and every access is logged.

5.4. Legal disclosures. A Party may disclose Confidential Information when required by law or court order after giving the other Party prompt notice where legally permitted, so it may seek protection.

6. Limitation of Liability

6.1. Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ITS INDEMNIFICATION OBLIGATIONS, OR ITS BREACH OF SECTION 5, NEITHER PARTY'S TOTAL LIABILITY FOR CLAIMS RELATED TO THIS AGREEMENT WILL EXCEED THE FEES YOU PAID US DURING THE [12] MONTHS BEFORE THE CLAIM AROSE.

6.2. Excluded damages. NEITHER PARTY IS LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION — EVEN IF ADVISED OF THE POSSIBILITY.

6.3. Essential purpose. These limits apply even if an exclusive remedy fails of its essential purpose.

6.4. Security reality. No provider can guarantee systems that never fail or are never attacked. We deliver the Services with professional skill and care and follow industry-standard security practices, but EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification

7.1. Our indemnity. We will defend, indemnify, and hold you harmless from third-party claims that the Services, as delivered by us, infringe a U.S. patent or copyright, or misappropriate a trade secret — excluding claims based on your instructions, your content, or third-party products we do not produce. If an injunction is threatened, we may at our option procure rights for you, modify the Services, or refund prepaid unused Fees.

7.2. Your indemnity. You will defend, indemnify, and hold us harmless from third-party claims arising from (a) your data or content, (b) your misuse of the Services, (c) your violation of law or third-party rights, or (d) acts of your employees, contractors, or users.

7.3. Process. The indemnified Party will (a) give prompt written notice of a claim, (b) allow the indemnifying Party to control the defense with counsel reasonably acceptable to the indemnified Party, and (c) reasonably cooperate. The indemnifying Party will not settle a claim in a way that admits fault by the indemnified Party without its written consent.

8. Termination

8.1. For convenience. Either Party may end this Agreement at the end of the then-current Term by giving the other written notice at least [60] days before the term ends.

8.2. For cause. Either Party may terminate for the other Party's material breach if the breach is not cured within [30] days after written notice describing the breach; the cure period is [15] days for unpaid Fees.

8.3. Immediately. Either Party may terminate immediately on written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy proceedings not dismissed within [60] days.

8.4. Master versus individual Service Agreements. Ending this Master Services Agreement ends every Service Agreement with it. Either Party may also end individual Service Agreements according to the terms stated in that Service Agreement, without ending the others.

8.5. Effect of termination. On termination: (a) we stop the Services; (b) all accrued Fees and unbilled charges become due; (c) we return or provide access to your data in a standard format within [30] days, then delete it from our systems per our retention policy; (d) we hand over your credentials and documentation; (e) we may remove our agents and tools from Covered Devices; and (f) you remain responsible for any third-party licenses that outlast this Agreement.

8.6. Transition help. On written request within [10] days after termination, we will provide up to [30] days of transition assistance at our then-current hourly rate on a separate statement of work, reasonably cooperating with your incoming provider.

8.7. Survival. Sections 5, 6, 7, 8.5, 8.6, 9, and 10 survive any termination or expiration.

9. Governing Law; Disputes

9.1. Governing law. This Agreement is governed by the laws of the State of Delaware, excluding its conflict-of-laws rules.

9.2. Venue. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Delaware and waive any objection based on forum.

9.3. Jury waiver. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

9.4. Fees. The prevailing Party in any action under this Agreement is entitled to its reasonable attorneys' fees and costs.

10. General

10.1. Entire agreement; precedence. These Master Terms, the Service Agreements that incorporate them, and the Parties' executed Quotes and statements of work are the Parties' entire agreement about the Services and supersede all prior discussions. If a Service Agreement, Quote, or statement of work conflicts with these Master Terms, the Master Terms control — unless that document expressly states it supersedes the conflicting Master provision, in which case the statement controls for that document only.

10.2. Amendments. Changes to these Master Terms are effective only in a writing signed by both Parties. Changes to a Service Agreement, Quote, or statement of work are effective only in a signed writing referencing it.

10.3. Notices. Notices under this Agreement must be in writing and sent to the addresses on the executed documents (or as a Party later specifies), deemed received: (a) on delivery if by hand; (b) [2] business days after acknowledged email; or (c) [5] business days after certified U.S. mail.

10.4. Assignment. Neither Party may assign this Agreement without the other's written consent, not unreasonably withheld, except to a successor in a merger, acquisition, or sale of substantially all of its assets, where the successor is not a direct competitor of the non-assigning Party.

10.5. Non-solicitation. During the Term and for [12] months after it ends, Client will not solicit for hire any Henschel Technologies employee or contractor who worked on its account, without our written consent. This section does not apply to general job postings.

10.6. Independent contractor. The Parties are independent contractors; nothing in this Agreement creates an agency, partnership, or employment relationship.

10.7. Severability; waiver; force majeure. An unenforceable provision is enforced to the maximum extent permitted and the rest remains in effect. A waiver is effective only in writing. Neither Party is liable for delays caused by events beyond its reasonable control.

10.8. Counterparts; electronic signatures. This Agreement may be signed in counterparts, each an original, and electronic signatures are effective.

AGREED AND ACCEPTED:

Sign both copies, or sign electronically where accepted. This Agreement is effective on the Effective Date written above.

Henschel Technologies

Signature: _____

Name (printed): _____

Title: _____

Date: _____

[CLIENT LEGAL NAME]

Signature: _____

Name (printed): _____

Title: _____

Date: _____

TEMPLATE — have a Delaware business attorney review before use.