

Master Service Agreement

WhoodenTech, LLC

HOSTED AT

www.whoodentech.com/legal/msa

DOCUMENT VERSION

January 2026

EFFECTIVE DATE

January 1, 2026

This Master Service Agreement (“Agreement”) is entered into between WhoodenTech, LLC (“Service Provider”) and the entity identified in the applicable Schedule (“Service Beneficiary”). Together referred to as the “Parties.”

This Agreement does not need to be signed separately. By signing any Schedule that references this Agreement, the Service Beneficiary confirms they have read and agree to its terms as published at www.whoodentech.com/legal/msa on the date of signing.

1. Agreement Structure

This Agreement governs all services provided by the Service Provider. Each service is defined in a separate Schedule attached to this Agreement. Each Schedule identifies the specific service, fees, and obligations. In any conflict between this Agreement and a Schedule, the Schedule controls.

2. Term

This Agreement begins on the date the first Schedule is signed. It remains in effect until all Schedules have expired or been terminated. Each Schedule carries its own start date, term length, and renewal terms.

3. Payment

3.1 Fees

Fees are as stated in each Schedule. The Service Beneficiary agrees to pay all fees for the full term of each Schedule.

3.2 Payment Method

Monthly payments are due on the first of each month unless otherwise stated in the applicable Schedule. Payment may be made via ACH withdrawal, check, or other method agreed upon in writing.

3.3 Late Payments

Payments not received within 10 days of the due date may incur a late fee of 1.5% per month on the outstanding balance. The Service Provider may suspend services after 30 days of non-payment without relieving the Service Beneficiary of any payment obligation.

3.4 Price Increases

The Service Provider may adjust fees during any renewal term at its then-prevailing rates. The Service Provider will provide at least 30 days written notice of any fee increase.

3.5 Taxes

The Service Beneficiary is responsible for all applicable sales, excise, or other taxes arising from services provided under this Agreement.

4. Scope of Services

Services are defined in each Schedule. The Service Provider is not obligated to perform any service not described in a Schedule. Any additional services must be agreed upon in writing and may be added as a new Schedule or amendment.

5. Client Responsibilities

The Service Beneficiary agrees to:

- Provide accurate and timely information required for service delivery.
 - Maintain adequate power, internet, and physical access at the service location.
 - Notify the Service Provider promptly of any changes that may affect service delivery.
 - Designate an authorized representative for communication and approvals.
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6. Service Hours

Standard service hours are Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding public holidays. Services requested outside of standard hours will be billed at the Service Provider's prevailing after-hours rate unless a specific Schedule states otherwise.

7. Limitation of Services

The Service Provider is not liable for service interruptions caused by third-party providers, power outages, internet connectivity failures, acts of God, or any condition outside the Service Provider's reasonable control. Services may be temporarily suspended for maintenance, security, or emergency reasons without notice.

8. Limitation of Liability

To the maximum extent permitted by law, the Service Provider's total liability for any claim arising under this Agreement shall not exceed the total fees paid by the Service Beneficiary in the three (3) months prior to the event giving rise to the claim. The Service Provider is not an insurer. No warranty is made that any system will prevent loss, damage, or injury.

9. Indemnification

The Service Beneficiary agrees to indemnify and hold harmless the Service Provider, its employees, agents, and subcontractors from and against all claims, losses, and expenses, including reasonable attorney's fees, arising from: (a) the Service Beneficiary's misuse of any system or service; (b) the Service Beneficiary's failure to meet its obligations under this Agreement; or (c) third-party claims related to the Service Beneficiary's premises or operations.

10. Confidentiality

Both Parties agree to keep confidential any proprietary or sensitive information shared during the term of this Agreement and for five (5) years following its termination. This obligation does not apply to information that is publicly available or independently developed.

11. Data and Privacy

The Service Provider may access client systems and data solely as necessary to deliver services. The Service Provider will not sell or disclose client data to third parties except as required by law or with written consent. The Service Beneficiary is responsible for notifying the Service Provider of any regulatory requirements (e.g., HIPAA, GDPR) applicable to their data.

12. Intellectual Property

Any tools, systems, code, or processes developed or used by the Service Provider to deliver services remain the sole property of the Service Provider unless otherwise agreed in writing.

13. Non-Solicitation

The Service Beneficiary agrees not to directly or indirectly solicit, hire, or engage any employee or subcontractor of the Service Provider who has been involved in the performance of this Agreement, during the term and for two (2) years following its conclusion. A breach of this clause will result in liquidated damages equal to twelve (12) months of the employee's total compensation.

14. Assignment

The Service Beneficiary may not assign this Agreement without the prior written consent of the Service Provider. The Service Provider may assign this Agreement and will provide written notice of any such assignment.

15. Subcontracting

The Service Provider may subcontract any portion of the services to qualified third parties. The Service Provider remains responsible for the quality of services delivered, and the Service Beneficiary consents to such subcontracting.

16. Termination

16.1 Termination for Convenience

Either Party may terminate this Agreement with 30 days written notice. Termination of this Agreement does not terminate any active Schedule unless the Schedule is separately terminated.

16.2 Termination for Cause

Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to cure the breach within 15 days of written notice.

16.3 Effect of Termination

Upon termination, the Service Beneficiary remains liable for all fees due for the remaining term of any active Schedule. The Service Provider may remotely remove or disable any programming, access, or configuration it has implemented.

17. Dispute Resolution

The Parties agree to attempt to resolve any dispute informally before initiating legal action. Any unresolved dispute shall be governed by the laws of the State of New York. All legal proceedings must be commenced in the county where the Service Provider's principal place of business is located. The Parties waive the right to a jury trial.

18. Entire Agreement

This Agreement, together with all Schedules, constitutes the full understanding between the Parties. It may not be modified except in writing signed by both Parties. If any provision is found

unenforceable, the remaining provisions remain in full effect.

WhoodenTech, LLC

This document is publicly hosted. The version in effect is the one published at the time each Schedule is signed.