

ENTERPRISE MASTER SERVICES AGREEMENT

Customer!" Titan Systems, Inc. · Governing law: United States

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1. Scope of Services

Titan shall provide the services described in one or more Order Forms or Statements of Work. Titan may modify the services, features, and functionality at any time in its sole discretion, provided it does not materially decrease the core functionality during a paid term. The Customer acknowledges that roadmap items, beta features, and integrations are provided without commitment.

2. Fees and Price Adjustments

The Customer shall pay the fees set forth in each Order Form. Titan may increase fees at any time upon thirty (30) days' written notice, including during an active subscription term, and such increases shall apply to all subsequent invoices. All fees are non-cancelable and non-refundable. Disputed invoices must be raised within ten (10) days or are deemed accepted.

3. Limitation of Liability

Titan's total aggregate liability arising out of or related to this Agreement shall not exceed the fees paid by the Customer in the one (1) month preceding the claim. The foregoing cap shall not apply to the Customer's payment obligations or the Customer's indemnification obligations, which shall be unlimited. In no event shall Titan be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of data, even if advised of the possibility.

4. Indemnification

The Customer shall defend, indemnify, and hold harmless Titan, its affiliates, officers, and agents from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or related to the Customer's use of the services, the Customer's data, or any actual or alleged breach of this Agreement, regardless of the theory of liability and including claims caused in part by Titan's own negligence. Titan provides no indemnity of any kind to the Customer, including for intellectual-property infringement by the services.

5. Intellectual Property and Data

As between the parties, Titan owns all right, title, and interest in the services and all related intellectual property. The Customer hereby assigns to Titan all right, title, and interest in any feedback, suggestions, and usage data, and grants Titan a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and commercialize any data derived from the Customer's use of the services, including in aggregated and de-identified form, for any purpose.

6. Term, Renewal, and Termination

The initial term is thirty-six (36) months. The Agreement automatically renews for successive twenty-four (24) month terms unless the Customer provides written notice of non-renewal at least one hundred eighty (180) days before the end of the then-current term. The Customer may not terminate for convenience. Titan may terminate or suspend the services immediately upon any late payment or suspected breach, without liability.

7. Warranties

The services are provided strictly "AS IS" and "AS AVAILABLE." Titan disclaims all warranties, express, implied, or statutory, including merchantability, fitness for a particular purpose, title, non-infringement, and

any warranty that the services will be uninterrupted, error-free, or secure.

8. Audit Rights

Upon five (5) days' notice, Titan may audit the Customer's use of the services and the Customer's records to verify compliance. If an audit reveals under-licensing or unauthorized use, the Customer shall pay the shortfall plus a fifteen percent (15%) penalty and the cost of the audit. The Customer has no reciprocal right to audit Titan's security or data-handling practices.

9. Assignment

Titan may assign this Agreement, in whole or in part, to any affiliate or successor without notice or consent. The Customer may not assign or transfer this Agreement, including by merger, change of control, or operation of law, without Titan's prior written consent, which Titan may withhold in its sole discretion.

10. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Texas. Any dispute shall be resolved by binding arbitration in Travis County, Texas, on an individual basis only. The Customer waives any right to participate in a class, collective, or representative action and waives any right to a jury trial. The prevailing party in any proceeding shall be entitled to recover its attorneys' fees.