📄 VENDOR MASTER SERVICE AGREEMENT

Effective Date: <mark>[Insert Date]</mark>

This Agreement is entered into between:

AI4IT Services

1614 Treehouse Cir., Sarasota, FL 34231

Email: Legal@ai4itservices.com
Phone: +1 (281) 730-2359
("Client" or "AI4IT Services")

and

<mark>**[Vendor Name / Firm Name]**</mark>
<mark>[Vendor Address]</mark>
<mark>Email: [vendor@example.com]</mark>
<mark>Phone: [Vendor Contact]</mark>
("Vendor" or "Service Provider")

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1. Purpose

This Master Service Agreement ("Agreement") governs all services provided by the Vendor to AI4IT Services. The specific terms of each engagement will be outlined in individual **Statements of Work (SOWs)** referencing this Agreement.

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2. Scope of Work

Vendor may be engaged to provide, including but not limited to:

- Cloud configuration, deployment, and migrations

- Cybersecurity implementation (e.g., firewall, IAM, MDR)

- Networking setup, SD-WAN, VPN

- DevOps, automation, and AI-related services

- Compliance or documentation projects

- IT operations or managed service support

All work will be described and approved in separate SOWs.

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3. Independent Contractor Relationship

Vendor is an **independent contractor**, not an employee or agent of AI4IT Services. Vendor will be responsible for:

- Providing their own tools, licenses, or platforms (unless otherwise agreed)

- Handling their own taxes, insurance, and compliance requirements

- Managing any team members or subcontractors under their supervision

AI4IT Services is not liable for vendor's employment taxes or obligations.

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4. Payment Terms

- Vendor will invoice AI4IT Services **after project completion** and written sign-off.

- Payment will be made **within 30 calendar days** of receiving a valid invoice.

- Invoices must reference the SOW, describe deliverables completed, and include payment instructions.

Note: Partial payments or milestone-based payments may be agreed upon in the SOW.

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5. Confidentiality

Both parties agree to keep confidential any non-public business, technical, or client information shared during the engagement.
This obligation survives the termination of this Agreement.

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6. Intellectual Property

Unless otherwise stated in an SOW:

- All deliverables created under this agreement become the **sole property of AI4IT Services** upon full payment

- Vendor may not reuse or resell the work product without prior written consent

7. Warranties

Vendor represents that:

- Services will be performed in a professional, workmanlike manner

- All deliverables will be original or properly licensed

- Work will not infringe on any third-party rights

8. Non-Solicitation

Vendor agrees not to directly solicit or accept work from any **end client introduced by AI4IT Services** for a period of **12 months** after the last engagement, unless authorized in writing.

9. Term & Termination

- This MSA remains in effect until terminated by either party with **30 days' written notice.**

- Ongoing SOWs will be honored or closed per mutual agreement

- Either party may terminate immediately in case of breach or misconduct.

10. Liability Limitation

Except for gross negligence or willful misconduct:

- AI4IT's total liability under this agreement shall not exceed the fees paid for the applicable SOW.

11. Governing Law

This Agreement will be governed by the laws of the **State of Florida**, without regard to its conflict of law rules.

12. Entire Agreement

This Agreement, along with any active Statements of Work, represents the **entire understanding** between both parties and supersedes prior discussions or agreements.

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13. Signatures

AI4IT Services

By: _____

Name:

Title:

Date:

[Vendor / Company Name]

By: _____

Name:

Title:

Date:

Appendix A: Vendor Banking & Payment Information

This information will be used solely for processing payments related to this Agreement and will be stored securely in accordance with our internal data security policy.

Vendor Legal Name:

_____

Company Type: ☐ Individual   ☐ LLC   ☐ Corporation   ☐ Other: _____

Bank Name:

_____

Bank Address (City, State):

_____

Bank Account Number:

_____

Bank Routing Number (ACH):

_____

SWIFT Code (if outside U.S.):

Account Type: ☐ Checking   ☐ Savings

Payment Contact Email:

Phone (if needed for remittance):

Tax ID or SSN (if applicable):

✅ Please ensure all information is accurate. AI4IT Services is not responsible for failed or delayed payments due to incorrect banking details.