

MASTER SERVICE AGREEMENT

AUZA IT Services and Consultancy Inc.

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This Master Service Agreement (“**Agreement**” or “**MSA**”) is entered into by and between: **AUZA IT Services and Consultancy Inc.**, a corporation duly registered and existing under the laws of the Republic of the Philippines, with principal office at 2nd Floor, Block 13, Lot 14, Unit 14B2, Rosario Complex, San Pedro, Laguna, Philippines (“**AUZA**”), and **The Client**, as identified in an applicable proposal, service order, Statement of Work, or other written agreement (“**Client**”).

AUZA and Client may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. Purpose and Structure

1.1. This Agreement establishes the general terms and conditions governing the provision of services by AUZA to the Client.

1.2. Specific services, deliverables, timelines, pricing, and service levels shall be defined in one or more **Statements of Work (SOWs)**, **Service Orders**, **Service Schedules**, or similar documents executed by the Parties (each an “**Engagement Document**”).

1.3. Each Engagement Document shall be governed by and incorporated into this MSA by reference.

1.4. In the event of a conflict:

- The applicable Engagement Document shall prevail **only with respect to the specific services described therein**.
- This MSA shall otherwise remain controlling.

2. Scope of Services

2.1. Services may include, but are not limited to:

- IT and cybersecurity consulting
- Managed IT and Managed Security Services
- Security Operations Center (SOC) Services
- System Implementation and Integration
- Incident Response and Assessments
- Software-as-a-Service (SaaS) offerings
- Technical Support and Advisory Services

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2.2. AUZA shall perform services in a professional manner consistent with generally accepted industry standards.

3. Service Levels

3.1. Service levels, response times, availability commitments, and escalation procedures shall be defined in an applicable Service Level Agreement (SLA), if any.

3.2. Unless expressly stated, no service level commitments apply outside those defined in an SLA or Engagement Document.

4. Fees and Payment

4.1. Fees shall be specified in the applicable Engagement Document and are exclusive of applicable taxes unless stated otherwise.

4.2. Payment terms, invoicing schedules, and billing cycles shall be as defined in the Engagement Document.

4.3. AUZA reserves the right to suspend services for material non-payment, subject to applicable notice provisions.

5. Client Responsibilities

5.1. Client shall provide timely access to information, systems, personnel, and facilities reasonably required for service delivery.

5.2. Client remains responsible for:

- Its internal policies, controls, and approvals
- Compliance with applicable laws relating to its systems and data
- Maintaining valid licenses for client-owned software unless otherwise agreed

6. Confidentiality

6.1. Each Party agrees to protect the other Party's Confidential Information and use it solely for purposes of this Agreement.

6.2. Confidential Information does not include information that:

- Is publicly available without breach

- Was lawfully known prior to disclosure
- Is independently developed
- Is required to be disclosed by law or regulation

7. Data Protection

7.1. Each Party shall comply with applicable data protection laws, including: Republic Act No. 10173 (Data Privacy Act of 2012)

- GDPR, where applicable

7.2. AUZA may process personal data solely for purposes of service delivery and operational improvement, in accordance with its Privacy Policy.

7.3. AUZA may anonymize and aggregate data for service improvement and threat intelligence, provided no client identity is disclosed.

8. Intellectual Property

8.1. AUZA retains ownership of:

- Pre-existing tools, methodologies, frameworks, and know-how
- General knowledge, skills, and experience

8.2. Client-specific deliverables expressly designated as such shall vest in the Client upon full payment, unless otherwise stated.

8.3 Nothing herein restricts AUZA from providing similar services to other clients.

9. Warranties and Disclaimer

9.1. AUZA warrants that services will be performed in a professional and workmanlike manner.

9.2. Except as expressly stated, services are provided “**as is**”, and AUZA disclaims all other warranties, including implied warranties of merchantability or fitness for a particular purpose.

9.3. Client acknowledges that IT and cybersecurity services involve inherent risks, and no system can be guaranteed fully secure or uninterrupted.

10. Limitation of Liability

10.1. To the maximum extent permitted by law, AUZA shall not be liable for indirect, incidental, consequential, or special damages, including loss of profits or data.

10.2. AUZA's aggregate liability under this Agreement shall not exceed the total fees paid by Client to AUZA in the twelve (12) months preceding the claim.

10.3. This limitation does not apply to gross negligence, willful misconduct, or breach of confidentiality obligations.

11. Term and Termination

11.1. This Agreement shall commence on the effective date of the first Engagement Document and remain in effect until terminated.

11.2. Either Party may terminate this Agreement or an Engagement Document with written notice as specified therein.

11.3. Upon termination:

- Outstanding fees become immediately due
- Confidentiality and IP provisions survive

12. Force Majeure

12.1. Neither Party shall be liable for delays caused by events beyond reasonable control, including natural disasters, government actions, or major cyber incidents.

12.2. If a force majeure event continues beyond sixty (60) days, either Party may terminate upon notice.

13. Governing Law and Dispute Resolution

13.1. This Agreement shall be governed by the laws of the Republic of the Philippines.

13.2. The Parties shall attempt good-faith resolution prior to litigation.

13.3. Disputes may be referred to mediation before court proceedings, unless otherwise agreed.

14. General Provisions

14.1. This Agreement constitutes the entire agreement between the Parties.

14.2. Amendments must be in writing and signed by authorized representatives.

14.3. If any provision is held unenforceable, the remainder shall remain in effect.

14.4. Neither Party may assign this Agreement without prior written consent, except in connection with a merger or sale of substantially all assets.

14.5. Notices shall be sent to the addresses specified in the applicable Engagement Document.

15. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.