gotomyerp Inc.

Sample Master Services Agreement

Version 2026.11.2 · Effective November 3, 2026

> Effective November 3, 2026. This Sample Master Services Agreement supersedes and replaces all prior versions.

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SAMPLE Master Services Agreement (staging test document)

This is a sample document for testing Clausewerk on staging. It is not a gotomyerp agreement and has no legal effect.

Definitions

"Agreement" means this sample Master Services Agreement and every Order that refers to it. "Client" means the company named in an Order. "Provider" means the sample service provider. "Services" means the managed IT services described in an Order.

Services

The Provider delivers the Services described in each Order with reasonable skill and care, in line with generally accepted industry practice.

Service levels

Response and resolution targets are set out in the Service Level Objectives document. Targets are objectives, not guarantees, unless an Order says otherwise.

Term and renewal

Each Order starts on its start date and runs for its initial term. It then renews for successive one-year terms unless either party gives written notice at least 60 days before the end of the current term.

Fees and payment

Fees are set out in each Order and are invoiced monthly in advance. Invoices are due within 30 days of the invoice date.

Late payment

Unpaid amounts accrue interest at 1.5% per month, or the highest rate allowed by law if lower. The Provider may suspend the Services after giving 15 days' written notice of an overdue amount.

Price changes

The Provider may change its fees once per year by giving at least 30 days' written notice before the change takes effect.

Confidentiality

Each party keeps the other's confidential information secret and uses it only to perform this Agreement. This obligation survives for three years after the Agreement ends.

Limitation of liability

Neither party is liable for indirect or consequential losses. Each party's total liability under this Agreement is limited to the fees paid in the twelve months before the claim arose.

Termination

Either party may terminate this Agreement if the other materially breaches it and does not cure the breach within 30 days of written notice.

Changes to this Agreement

The Provider may update this Agreement by publishing a new version and notifying the Client. The new version applies from its effective date.

Governing law

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada that apply there.

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Questions about this document? Contact legal-support@gotomyerp.com.