

Master Vendor Services Agreement

1.1 Scope of Services

Vendor shall provide healthcare data analytics services, including the processing of patient health information, for the duration of this Agreement.

1.2 Payment Terms

Customer shall pay all undisputed invoiced amounts within ninety (90) days of invoice receipt. No interest shall accrue on late payments.

7.2 Limitation of Liability

Customer agrees that Vendor's liability under this Agreement shall be capped at one US dollar (\$1.00). Customer assumes **unlimited liability** for all claims, damages, and losses arising from or relating to the services, including those caused by Vendor's negligence.

8.1 Termination

Vendor may terminate this Agreement at any time, with or without cause, and without prior notice to Customer. Customer may terminate only upon three hundred sixty-five (365) days' written notice and full prepayment of all remaining fees for the remainder of the initial term.

9.1 Data Handling

Vendor will process Customer data in accordance with industry best practices. No specific compliance framework is warranted.

11.4 Indemnification

Customer shall indemnify, defend, and hold Vendor harmless from any and all claims, damages, losses, and expenses, including those arising from Vendor's gross negligence or willful misconduct.

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements.

This Agreement constitutes the entire understanding between the parties.