



# MASTER SERVICES AGREEMENT

Version 1.12 | Effective: 1/3/2026 | [germinate.ai/legal/msa](https://germinate.ai/legal/msa)

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## 1. Acceptance and Applicability

These Master Services Agreement terms (the "Agreement") govern all Order Forms executed between Germinate.ai, Inc., an Oregon corporation ("Germinate.ai"), and the customer identified in each Order Form ("Customer"). By signing or otherwise executing an Order Form that references this Agreement, Customer agrees to be bound by these terms as of the Order Form effective date.

Germinate.ai may update this Agreement from time to time. Germinate.ai will provide at least thirty (30) days' prior written notice of material changes. Continued use of the Services or execution of a new Order Form after the effective date of any update constitutes Customer's acceptance of the updated terms. The version of this Agreement in effect on the date a given Order Form is executed governs that Order Form unless both Parties agree otherwise in writing.

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## 2. Services

**2.1 Order Forms.** Germinate.ai will provide Customer with access to its managed AI agent platform and related services (collectively, the "Services") as described in one or more order forms, statements of work, or similar documents agreed to in writing by the Parties (each, an "Order Form"). Each Order Form is incorporated into and governed by this Agreement. In the event of a conflict between an Order Form and this Agreement, the Order Form controls with respect to the subject matter of that Order Form only.

**2.2 Platform Access.** Germinate.ai will provision a private workspace tenancy for Customer within the Germinate.ai platform. Customer's workspace is isolated from other customers' environments. Germinate.ai will configure, deploy, and manage AI agents on Customer's behalf as described in each Order Form.

**2.3 Customer Cooperation.** Customer's timely cooperation is required for Germinate.ai to perform the Services. This includes providing accurate information, uploading required data and content, and responding to reasonable requests from Germinate.ai. Germinate.ai will not be responsible for delays or degraded service caused by Customer's failure to cooperate, and any such delays will not constitute a breach of this Agreement.

**2.4 Nature of Services.** AI-based services involve inherent uncertainty. Outputs produced by AI agents are for augmentation and supervised use and should not be relied upon as error-free or as a substitute for professional judgment. Customer is solely responsible for reviewing all outputs and for any decisions made based on those outputs.

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## 3. Ownership and Data

**3.1 Customer Ownership.** Customer retains sole ownership of its data, content, and business processes. Nothing in this Agreement transfers any of Customer's intellectual property to Germinate.ai.

**3.2 Germinate.ai Ownership.** Germinate.ai retains sole ownership of the platform, agent infrastructure, underlying implementation patterns, tools, methodologies, and all technology Germinate.ai developed prior to or independently of any Order Form ("Platform IP"). Customer receives no ownership interest in Platform IP.

**3.3 Agent Configurations.** Agent configurations, system prompts, knowledge bases, and related materials built specifically for Customer within Customer's tenant are private to Customer's tenant. Germinate.ai will not share, disclose, or transfer Customer-specific configurations to any other party.

**3.4 Agent Library Rights.** Germinate.ai may generalize patterns, structures, and implementation approaches learned through the Services into reusable templates for its agent library, provided that no Customer-specific data, content, or confidential business information is included. Generalized patterns that do not identify or expose Customer's information are Platform IP.

**3.5 No Model Training.** Germinate.ai will never use Customer's data to train AI models for Germinate.ai's own use or for any other customer's benefit.

**3.6 License to Perform.** Customer grants Germinate.ai a limited, non-exclusive license to access and use Customer's data and content solely to the extent necessary to provide the Services during the term of this Agreement. This license terminates upon expiration or termination of the Agreement.

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## 4. Fees and Payment

**4.1 Fees.** Customer will pay Germinate.ai the fees set forth in the applicable Order Form. Subscription fees are billed monthly in advance. Setup and implementation fees are billed as specified in the Order Form.

**4.2 Invoicing.** Germinate.ai will invoice Customer monthly. Payment is due within thirty (30) days of the invoice date (Net 30). Invoices outstanding beyond forty-five (45) days from the invoice date are subject to a 2% service fee on the outstanding balance.

**4.3 Late Payment.** Unpaid balances accrue interest at 1.5% per month from the date payment was due. Germinate.ai may, upon written notice, suspend access to the Services if Customer fails to pay any undisputed amount within fifteen (15) days of notice of non-payment.

**4.4 Third-Party Costs.** Fees do not include third-party costs (such as AI model API usage, cloud infrastructure, or third-party connector licenses) unless expressly specified in the Order Form. Germinate.ai will notify Customer of anticipated third-party costs and obtain Customer's approval before Customer incurs such costs.

**4.5 Taxes.** Customer is responsible for all applicable sales, use, and excise taxes arising from its purchase of Services. Each Party is responsible for taxes on its own income.

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## 5. Confidentiality

**5.1 Definition.** "Confidential Information" means any non-public, proprietary information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) was rightfully known to the receiving Party before disclosure; (c) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information; or (d) is received from a third party without restriction.

**5.2 Obligations.** Each Party agrees to hold the other's Confidential Information in confidence using at least the same degree of care it uses for its own confidential information (and no less than reasonable care), and to use the other's Confidential Information only to fulfill its obligations or exercise its rights under this Agreement. Each Party will limit disclosure of the other's Confidential Information to those employees, contractors, and agents who have a need to know and are bound by confidentiality obligations no less protective than those in this Agreement.

**5.3 Compelled Disclosure.** If legally required to disclose Confidential Information, the receiving Party will give the disclosing Party prompt written notice (to the extent permitted by law) and cooperate with efforts to seek a protective order or other appropriate relief.

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## 6. Data Privacy and Security

**6.1 Data Handling.** Germinate.ai will handle Customer data in accordance with its Privacy Policy and any data processing addendum agreed to by the Parties. Customer data is stored in Customer's private tenant environment and is not accessible to other customers.

**6.2 Security.** Germinate.ai will implement and maintain commercially reasonable technical and organizational security measures appropriate to the nature of the data processed.

**6.3 Personal Data.** To the extent the Services involve the processing of personal data subject to applicable privacy laws, the Parties will execute a data processing addendum as required by applicable law.

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## 7. Acceptable Use

**7.1 Permitted Use.** Customer may use the Services only for its own internal business purposes and in accordance with this Agreement, all applicable Order Forms, and applicable law.

**7.2 Prohibited Use.** Customer will not, and will not permit its users to: (a) use the Services for any unlawful purpose or in violation of any applicable law or regulation; (b) upload or transmit content that infringes any third-party intellectual property rights or that Customer does not have the right to use; (c) attempt to reverse engineer, decompile, disassemble, or otherwise derive the source code or underlying technology of the platform; (d) resell, sublicense, or make the Services available to any third party without Germinate.ai's prior written consent; (e) use the Services to develop a competing product or service; (f) attempt to gain unauthorized access to other customers' tenants or data; or (g) use the Services in any manner that could damage, disable, or impair the platform or interfere with other customers' use.

**7.3 Enforcement.** Germinate.ai may suspend or terminate Customer's access to the Services immediately upon notice if Customer violates this Section.

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## 8. Representations and Warranties

**8.1 Germinate.ai.** Germinate.ai represents and warrants that: (a) it has full authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner; and (c) entering into this Agreement does not violate any other agreement to which Germinate.ai is a party.

**8.2 Customer.** Customer represents and warrants that: (a) it has full authority to enter into this Agreement; (b) it has the right to provide to Germinate.ai all data and content it provides under this Agreement; (c) all such data and content is lawfully obtained; and (d) Customer will use the Services in compliance with all applicable laws and regulations.

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## 9. Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." GERMINATE.AI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GERMINATE.AI DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR THAT AI-GENERATED OUTPUTS WILL BE ACCURATE OR COMPLETE. GERMINATE.AI MAKES NO WARRANTY REGARDING THIRD-PARTY PRODUCTS, SERVICES, OR AI MODELS USED IN CONNECTION WITH THE PLATFORM.

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## 10. Limitation of Liability

**10.1 Exclusion of Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.2 Cap on Liability.** GERMINATE.AI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY CUSTOMER TO GERMINATE.AI IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) TEN THOUSAND U.S. DOLLARS (\$10,000).

**10.3 Exceptions.** The limitations in Sections 10.1 and 10.2 do not apply to: (a) Customer's payment obligations; (b) a Party's indemnification obligations under Section 11; (c) a Party's breach of Section 5 (Confidentiality); or (d) a Party's gross negligence or willful misconduct.

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## 11. Indemnification

**11.1 By Germinate.ai.** Germinate.ai will defend, indemnify, and hold Customer harmless from third-party claims alleging that the Germinate.ai platform itself (excluding Customer data and third-party AI models) infringes a third party's intellectual property rights, provided that Customer: (a) promptly notifies Germinate.ai in writing of the claim; (b) gives Germinate.ai sole control of the defense; and (c) provides reasonable cooperation. If the platform is or is likely to be enjoined, Germinate.ai may, at its option, modify the platform, obtain a license, or terminate the applicable Order Form and refund prepaid fees for the unused portion.

**11.2 By Customer.** Customer will defend, indemnify, and hold Germinate.ai harmless from third-party claims arising out of: (a) Customer's data or content, including any claim that such data or content infringes a third party's rights or violates applicable law; (b) Customer's use of the Services in violation of this Agreement or applicable law; or (c) Customer's business processes or decisions made based on AI-generated outputs.

**11.3 Mutual.** Each Party will indemnify the other from third-party claims arising from its own gross negligence or willful misconduct.

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## 12. Term and Termination

**12.1 Term.** This Agreement begins on the Effective Date and continues until terminated in accordance with this Section. Each Order Form has its own term as specified therein.

**12.2 Termination for Convenience.** Either Party may terminate this Agreement or any Order Form for convenience upon thirty (30) days' written notice to the other Party. Germinate.ai will refund any prepaid fees for the unused portion of any subscription term following the effective date of termination.

**12.3 Termination for Cause.** Either Party may terminate this Agreement or any Order Form immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure the breach within thirty (30) days of written notice; or (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings.

**12.4 Effect of Termination.** Upon termination: (a) Customer's access to the platform will be suspended; (b) each Party will promptly return or destroy the other's Confidential Information upon request; (c) Customer will pay all fees accrued through the termination date; and (d) Germinate.ai will make Customer's data available for export for thirty (30) days following termination, after which Germinate.ai may delete such data. Sections 3, 5, 6, 9, 10, 11, 12.4, and 13 survive termination.

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## 13. General Provisions

**13.1 Governing Law.** This Agreement is governed by the laws of the State of Oregon, without regard to conflict of law principles.

**13.2 Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute informally. If unresolved after thirty (30) days, disputes will be submitted to binding arbitration under the rules of the Arbitration Services of Portland, with proceedings in Portland, Oregon.

**13.3 Attorneys' Fees.** The prevailing Party in any arbitration or litigation arising out of this Agreement is entitled to recover its reasonable attorneys' fees and costs.

**13.4 Notices.** Routine operational notices may be delivered by email to the address specified in the applicable Order Form, effective upon transmission. Legal notices (including notices of breach, termination, or indemnification claims) require email with written confirmation of receipt. Germinate.ai's legal notice address is: Germinate.ai, Inc., 525 3rd St Ste 200, Lake Oswego, OR 97034.

**13.5 Assignment.** Customer may not assign this Agreement or any Order Form without Germinate.ai's prior written consent. Germinate.ai may assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to Customer. Any assignment in violation of this Section is void.

**13.6 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship between the Parties.

**13.7 Amendments.** Germinate.ai may update this Agreement as described in Section 1. Amendments specific to an Order Form must be in writing and signed by authorized representatives of both Parties.

**13.8 Waiver.** Failure to enforce any provision of this Agreement does not constitute a waiver of the right to enforce that provision in the future.

**13.9 Severability.** If any provision is found unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions continue in full force.

**13.10 Force Majeure.** Neither Party will be liable for failure to perform due to causes beyond its reasonable control, including natural disasters, pandemics, acts of government, or internet outages. If such circumstances persist beyond thirty (30) days, either Party may terminate the affected Order Form without penalty.

**13.11 Entire Agreement.** This Agreement, together with all Order Forms, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings.

**13.12 Counterparts.** Order Forms may be executed in counterparts, including electronically, each of which is an original, and all of which together constitute one agreement.