MaxxLogix Master Software Agreement

This Master Software Agreement (the "Agreement") is entered into between MaxxLogix LLC ("MaxxLogix"), a provider of cutting-edge automation and AI-driven document classification solutions, and the party identified in the applicable Proposal or Order Form (the "Customer"). This Agreement governs Customer's access to and use of MaxxLogix's software and services.

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1. Definitions

1.1 "Software" refers to MaxxLogix's proprietary AI-powered document classification and workflow automation solutions, including but not limited to intelligent data extraction, content management, and process optimization functionalities.

1.2 "Services" encompass software licensing, cloud-based hosting, technical support, professional services, and any additional solutions provided by MaxxLogix.

1.3 "Order Form" means a written or electronic document specifying the software and services licensed under this Agreement, including pricing and usage terms.

1.4 "User" refers to individuals authorized by Customer to access and utilize the Software and Services in accordance with this Agreement.

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2. License & Usage Rights

2.1 License Grant: MaxxLogix grants Customer a non-exclusive, non-transferable, limited license to use the Software and Services as outlined in the applicable Order Form, solely for internal business operations.

2.2 Restrictions: Customer shall not (a) modify, reverse engineer, decompile, or create derivative works from the Software; (b) distribute, resell, or sublicense the Software to third parties; or (c) use the Software for unlawful, fraudulent, or unauthorized purposes.

2.3 Updates & Enhancements: MaxxLogix may update, enhance, or modify the Software periodically to improve performance, security, and functionality. Certain updates may require Customer cooperation for implementation.

3. Fees & Payment

3.1 Pricing: Customer agrees to pay the fees specified in the Order Form, which may be structured as subscription-based, usage-based, or one-time licensing costs.

3.2 Payment Terms: Unless otherwise stated in the Order Form, all payments are due within thirty (15) days of the invoice date. Late payments may incur interest charges.

3.3 Taxes: Customer is responsible for all applicable taxes, except for taxes based on MaxxLogix's net income.

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4. Support & Maintenance

4.1 Support Services: MaxxLogix will provide technical support and assistance as specified in the Order Form or applicable Service Level Agreement (SLA).

4.2 Scheduled Maintenance: MaxxLogix may conduct routine maintenance and system updates, which may temporarily affect service availability. Advance notice will be provided for planned downtimes.

4.3 Support Tickets: A customer under a current support contract with MaxxLogix can submit a new support ticket by email or SMS text message. Clients will have to opt in for receiving text messages from the MaxxLogix support team. Here is what we have outlined in our Privacy Policy –

Our company, "MaxxLogix," with website www.MaxxLogix.com, collects a primary client mobile number when they sign up for our software subscription service. In the subscription agreement the customer can choose whether they want to use out texting support option and must agree to the consent check box. They can choose to have it just tied to their number or can allow any of their users to use this support text option. If they want to allow any of their staff to use this feature, we have an option to allow all users in the company numbers to submit tickets. At MaxxLogix we are only using this support text number to answer clients' questions and help them with support issues. We are not doing any marketing via text messaging. Customers are given the additional choice to subscribe to 'MaxxLogix' support messages. This is facilitated by completing a form on our website at the following address: www.MaxxLogix.com/signupforms. On this page, customers input their phone number and express their consent to receive text messages by checking a box. The box contains the statement: "By providing your phone number, you are agreeing to receive support text messages from MaxxLogix. Please note that message and data rates may apply, and the frequency of messages can vary." We also provide an easy method for customers to opt out of these messages at any time. They can simply text "STOP" to unsubscribe or send an email to legal@MaxxLogix.com.

5. Data & Security

5.1 Data Ownership: Customer retains full ownership of all data uploaded to the Software. MaxxLogix will not access, modify, or use Customer data except as required to provide the Services.

5.2 Data Protection: MaxxLogix employs industry-standard security measures, including encryption and access controls, to safeguard Customer data. However, Customer is responsible for implementing appropriate security measures on its end.

5.3 Compliance: Customer is responsible for ensuring its use of the Software complies with all applicable laws and regulations, including data protection and privacy laws.

6. Confidentiality

6.1 Confidential Information: Both parties agree to maintain the confidentiality of any non-public information disclosed under this Agreement and to use it solely for purposes outlined herein.

6.2 Exceptions: Confidentiality obligations do not apply to publicly available information, information lawfully obtained from a third party, or information independently developed without reference to the disclosed material.

7. Warranties & Disclaimers

7.1 Warranty Disclaimer: MaxxLogix provides the Software and Services "as is" and disclaims all warranties, express or implied, including but not limited to merchantability, non-infringement, and fitness for a particular purpose.

7.2 Limitation of Liability: MaxxLogix shall not be liable for indirect, incidental, special, or consequential damages arising from the use or inability to use the Software or Services, even if advised of the possibility of such damages.

8. Term & Termination

8.1 Term: This Agreement remains in effect until terminated by either party under the conditions outlined below.

8.2 Termination for Convenience: Either party may terminate this Agreement by providing thirty (60) days' written notice.

8.3 Termination for Cause: Either party may terminate this Agreement if the other party materially breaches its obligations and fails to remedy the breach within fifteen (15) days of written notice.

8.4 Effect of Termination: Upon termination, Customer must discontinue all use of the Software and Services. Any outstanding fees remain payable.

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9. General Provisions

9.1 Governing Law: This Agreement is governed by the laws of Florida in which MaxxLogix is headquartered, without regard to conflict of law principles.

9.2 Assignment: Customer may not assign its rights or obligations under this Agreement without prior written consent from MaxxLogix.

9.3 Entire Agreement: This Agreement, including all applicable Order Forms, constitutes the entire understanding between the parties and supersedes any prior agreements or understandings.

9.4 Amendments: Any modifications to this Agreement must be in writing and signed by both parties.

By accessing or using MaxxLogix's Software and Services, Customer agrees to be bound by the terms of this Agreement. For any questions or legal inquiries, contact legal@MaxxLogix.com.