

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of **June 1, 2023** (the "Effective Date"), by and between:

NOVA TECH SOLUTIONS, INC., a corporation organized under the laws of the State of California, with its principal place of business at 123 Innovation Drive, San Francisco, CA 94107 ("Service Provider"),

and

HORIZON MEDICAL GROUP, LLC, a limited liability company organized under the laws of the State of Texas, with its principal place of business at 890 Healthway Avenue, Austin, TX 73301 ("Client").

1. SERVICES

1.1 Scope of Services. Service Provider shall provide to Client the services ("Services") described in one or more statements of work ("SOWs").

1.2 Change Orders. Changes to an SOW must be documented through a signed change order ("Change Order").

2. TERM AND TERMINATION

2.1 Term. This Agreement shall commence on the Effective Date and continue for an initial term of two (2) years, renewing for successive one-year terms unless either party provides ninety (90) days' prior written notice.

2.2 Termination for Convenience. Either party may terminate this Agreement upon sixty (60) days' prior written notice.

3. FEES AND PAYMENT

3.1 Fees. Client shall pay Service Provider fees as specified in the applicable SOW.

3.2 Payment Terms. Client shall pay all undisputed invoices within **30 days** of receipt.

4. INTELLECTUAL PROPERTY

4.1 **Deliverables.** Client shall own all Deliverables created under this Agreement.

4.2 **License to Service Provider Materials.** Service Provider grants Client a non-exclusive, royalty-free license to use Service Provider Materials incorporated in the Deliverables.
