

# Master Services Agreement (Short Form) — Opus Leonis LLC (MAKO)

## Parties & Scope

This Master Services Agreement (MSA) governs services provided by Opus Leonis LLC (MAKO) to Client. Specific projects are defined in Statements of Work (SOW).

## Term & Termination

MSA begins on signature. Either party may terminate for convenience with 14 days' notice; accrued obligations remain due.

## Fees & Payment

Fees and milestones are set in each SOW. Invoices are due net 15 days unless otherwise stated. Late payments may incur a finance charge.

## Ownership & License

Except open■source dependencies disclosed in SOW, upon full payment Client owns all Deliverables. Opus Leonis retains no ownership or license rights.

## Confidentiality

Both parties will protect Confidential Information using reasonable safeguards. Offline■first operations are used to limit exposure.

## Warranties & Disclaimers

Deliverables are provided as■is, with commercially reasonable efforts to meet SOW acceptance criteria. No implied warranties beyond SOW.

## Limitation of Liability

Neither party is liable for indirect or consequential damages. Direct damages are capped at fees paid in the prior three months.

## Indemnification

Each party will indemnify the other against third■party claims arising from their respective negligence or willful misconduct.

## Governing Law

Governing law is the state where Opus Leonis LLC is registered, unless otherwise agreed in SOW.

## **Signatures**

Authorized representatives will sign this MSA and any SOWs to activate work.