

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into as of the Effective Date by and between Client and Service Provider (each a "Party" and collectively the "Parties").

1. SCOPE OF SERVICES.

Service Provider shall perform the services described in one or more Statements of Work ("SOW") executed under this MSA. Each SOW shall incorporate the terms of this MSA.

2. INVOICING; PAYMENT.

Client shall pay Service Provider the fees set forth in the applicable SOW. Unless otherwise specified, all payments are due within thirty (30) days from invoice date. Late payments shall accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

3. INTELLECTUAL PROPERTY.

3.1 Pre-existing Materials. Each Party shall retain ownership of its pre-existing intellectual property.

3.2 Work Product. Unless otherwise agreed in an SOW, Service Provider hereby assigns to Client all right, title and interest in and to deliverables specifically commissioned by Client upon full payment, subject to any third-party components.

3.3 License Back. Service Provider retains a non-exclusive, worldwide, royalty-free license to use general know-how, methodologies, and tools embodied in the Work Product for other clients, provided no Confidential Information is disclosed.

4. WARRANTIES; DISCLAIMERS.

Each Party represents that it has the authority to enter into this MSA. THE SERVICE PROVIDER WARRANTS THAT SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER. EXCEPT AS SHOWN OTHERWISE, ALL WARRANTIES ARE DISCLAIMED.

5. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. THE AGGREGATE LIABILITY OF EITHER PARTY SHALL NOT EXCEED THE FEES PAID UNDER THE AGREEMENT IN THE PRIOR TWELVE (12) MONTHS.

6. CONFIDENTIALITY.

The Parties agree to the confidentiality obligations set forth in the NDA attached hereto or incorporated by reference.

7. INDEMNIFICATION.

Each Party shall indemnify, defend and hold harmless the other Party from claims arising out of (a) breach of representations and warranties; (b) negligence or willful misconduct; or (c) third-party intellectual property infringement attributable to the indemnifying Party's deliverables.

8. TERM AND TERMINATION.

This MSA shall commence on the Effective Date and remain in effect until terminated by either Party upon thirty (30) days' prior written notice; provided that any SOW in effect at the time of termination shall survive to the extent necessary to complete obligations and payments due.

9. DISPUTE RESOLUTION.

Any controversy or claim arising out of or relating to this MSA shall be submitted to arbitration administered by a recognized arbitral institution in accordance with its rules. The arbitral award shall be final and binding.

10. MISCELLANEOUS.

Severability; assignment restrictions; force majeure clause; notices; and waiver provisions are included herein and incorporated by reference.

IN WITNESS WHEREOF, the Parties have executed this MSA as of the Effective Date.