# Master Service Agreement

This Master Service Agreement ("Agreement") is effective as of September 5, 2023 ("Effective Date"), by and between FutureSkills Solutions, a corporation incorporated under the laws of the United States of America, with its principal place of business located at 23 Main St. Suite 1800 Chicago, IL 60606 ("Company"), and CloudMatrix Dynamics, a Delaware corporation with its principal place of business located at 2100 Medical Plaza, San Diego, CA, 92121("Service Provider").

## 1. Services

The Service Provider agrees to provide various retail services as specified and outlined in one or more Statements of Work ("SOW") to be executed by the parties. Each SOW shall be incorporated into this Agreement and shall specify the nature and scope of services, deliverables, timelines, and compensation, among other details. Service Provider shall perform the Services in compliance with applicable laws and best industry practices.

## 2. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of two (2) years, ending on September 5, 2025, unless earlier terminated in accordance with this Agreement ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional one-year terms, unless either party provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

Termination for Cause: Either party may terminate this Agreement for cause, effective thirty (30) days after providing written notice of a material breach by the other party, if such breach is not cured within the notice period.

Termination for Convenience: Either party may terminate this Agreement for convenience upon providing one hundred twenty (120) days' written notice to the other party.

## 3. Payment Terms

The Company agrees to pay the Service Provider within sixty (60) days of receipt of a proper invoice, following the completion of Services, as outlined in the applicable SOW. Invoices must itemize services rendered and shall comply with any specific invoicing requirements detailed in the SOW.

## 4. Confidentiality

Each party acknowledges that it may have access to confidential and proprietary information of the other party. Both parties agree to maintain the confidentiality of such information and not to disclose it to any third party without the prior written consent of the disclosing party. The confidentiality obligation shall survive the termination or expiration of this Agreement for a period of four (4) years.

## 5. Intellectual Property

All intellectual property rights in the deliverables created by Service Provider under this Agreement shall be owned by Service Provider, subject to a non-exclusive, royalty-free license to Customer to use the deliverables for its internal business purposes.

## 6. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, and expenses arising from the indemnifying party's breach of this Agreement or negligence.

## 7. Limitation of Liability

Except for indemnification obligations, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

## 8. Service Level Agreement (SLA)

Except for indemnification obligations, neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement.

**Service Availability**: Service Provider shall ensure that the software services are available to Customer at least 99.9% of the time during each calendar month, excluding scheduled maintenance periods. Scheduled maintenance shall not exceed 4 hours per month and shall be communicated to Customer at least 48 hours in advance.

8.2 **Response Time**: Service Provider shall respond to any support requests from Customer within the following timeframes:

* **Critical Issues**: within 2 hours.
* **High Priority Issues**: within 4 hours.
* **Medium Priority Issues**: within 1 business day.
* **Low Priority Issues**: within 2 business days.

8.3 **Resolution Time**: Service Provider shall use commercially reasonable efforts to resolve issues within the following timeframes:

* **Critical Issues**: within 4 hours.
* **High Priority Issues**: within 1 business day.
* **Medium Priority Issues**: within 3 business days.
* **Low Priority Issues**: within 5 business days.

8.4 **Performance Metrics**: Service Provider shall monitor and report on the following performance metrics:

* **System Uptime**: Percentage of time the system is operational.
* **Response Time**: Average time taken to respond to support requests.
* **Resolution Time**: Average time taken to resolve issues.

8.5 **Penalties**: If Service Provider fails to meet the service availability or response time commitments, Customer shall be entitled to a service credit of 3% of the monthly service fee for each percentage point below the agreed service level, up to a maximum of 20% of the monthly service fee.

8.6 **Termination**: Customer reserves the right to terminate the agreement without penalty if Service Provider fails to meet the agreed service levels for three consecutive months.

8.7 **Review and Amendments**: This SLA shall be reviewed annually and may be amended by mutual agreement of both parties.

## 9. Assignment

Neither party may assign, delegate, or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, reorganization, or sale of substantially all assets where the assignment is to the surviving or successor entity, provided that such assignment is not made to a direct competitor of the non-assigning party and the assignee agrees in writing to assume all obligations under this Agreement.

## 10. Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, whether oral or written. This Agreement may be amended only in writing signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any disputes arising out of or in connection with this Agreement shall be resolved in the state or federal courts located in San Diego, CA.

## Signatures

**Company**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Carla Brack

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Marcus Clark

Title: CFO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_