Master Services Agreement

**This Master Services Agreement ("Agreement")** is entered into on January 15, 2021 ("Effective Date") by and between:

**Keranos Digital Media** ("Provider")  
and  
**FutureSkills Solutions** ("Counterparty")

# 1. Services

Provider agrees to provide the Counterparty with access to its software product, subject to the terms and conditions of this Agreement. Specific details of the services, including any customization, implementation, and support, will be outlined in individual Statements of Work ("SOWs") executed by both parties.

# 2. Term and Termination

## 2.1 Term

This Agreement shall commence on the Effective Date and continue until terminated by either party in accordance with the terms herein.

## 2.2 Termination for Convenience

Either party may terminate this Agreement with 30 days written notice to the other party.

## 2.3 Termination for Cause

Either party may terminate this agreement with 90 days' written notice, provided that all outstanding obligations are fulfilled.

# 3. Payment

Counterparty agrees to pay Provider the fees as set forth in the applicable SOW. Payment terms will be specified in each SOW.

# 4. Intellectual Property

Provider retains all rights, title, and interest in and to its software product. Counterparty is granted a non-exclusive, non-transferable license to use the software product during the term of this Agreement.

# 5. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party.

# 6. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, or punitive damages.

# 7. Warranty

Provider warrants that its software product will perform substantially in accordance with its documentation.

# 8. Service Level Agreement (SLA)

## 8.1 Uptime

Provider guarantees a 99.99% uptime for its software product, excluding scheduled maintenance windows.

## 8.2 Remedies

In the event that the uptime falls below 99.99%, Provider will provide service credits to Counterparty as specified in a separate SLA document.

# 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

# 10. Entire Agreement

This Agreement, together with any SOWs, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

# 11. Amendments

This Agreement may only be amended in writing signed by both parties.

# 12. Notices

All notices under this Agreement shall be in writing and delivered to the addresses specified by each party.

# 13. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control.

# 14. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

# 15. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach.