# Master Service Agreement

This Master Service Agreement (“Agreement”) is entered into as of **March 18, 2025** (“Effective Date”), by and between **FutureSkills Solutions**, having its principal place of business at **23 Main St. Suite 1800, Chicago, IL 60606, USA** (“Company”), and **MarketPulse Dynamics**, a digital marketing analytics and customer insights consultancy, with a principal place of business at **900 Marketing Row, Atlanta, GA 30308, USA** (“Service Provider”). Each a “Party” and together the “Parties.”

## 1. Services

Service Provider shall provide services including but not limited to: customer journey mapping, marketing performance analysis, digital campaign strategy and execution, and related consulting deliverables (“Services”), as outlined in one or more mutually executed Statements of Work (“SOWs”). Each SOW shall specify the scope, deliverables, timeline, and pricing applicable to the Services.

## 2. Term

This Agreement shall remain in effect for a term of **two (2) years**, commencing on the Effective Date and ending on **March 17, 2027**, unless terminated earlier as outlined herein. The Parties may renew the Agreement for additional **one (1) year terms** upon mutual written agreement.

## 3. Termination

Either Party may terminate this Agreement:

* **For Cause**: By giving **thirty (30) days’ written notice** if the other Party materially breaches the Agreement and fails to remedy such breach within the notice period.
* **For Convenience**: By giving **sixty (60) days’ written notice**, with or without cause.

Upon termination, the Service Provider shall be paid for all Services performed and accepted through the date of termination.

## 4. Fees and Payment

Company agrees to pay Service Provider fees in accordance with each SOW. A non-refundable deposit of **$10,500** is due by **April 10, 2025**, applicable toward the first SOW. Invoices are due within **thirty (30) days** of receipt. Late payments may incur a **monthly interest charge of 1.75%** on the outstanding amount.

## 5. Service Levels and Performance Standards

**5.1 Commitment to Quality**Service Provider agrees to deliver Services in accordance with professional standards, marketing industry best practices, and mutually agreed project milestones.

**5.2 Response Times**The following SLA commitments shall apply for service inquiries or project-related issues:

| Priority | Description | Response Time | Resolution Target |
| --- | --- | --- | --- |
| Critical | Deadline-impacting error in campaign or analytics | Within 4 hours | 1 business day |
| High | Strategic deliverable clarification needed | 1 business day | 2–3 business days |
| Medium | Feedback on draft materials or minor revisions | 2 business days | 3–5 business days |
| Low | General consultation, updates, or check-ins | 3 business days | As agreed |

**5.3 Campaign Performance Monitoring**Service Provider shall monitor and optimize all live digital campaigns under this Agreement in real time and shall provide weekly campaign performance reports, and a post-campaign wrap-up report within 10 business days of campaign conclusion.

**5.4 Remedies**  
If Service Provider misses critical delivery milestones without prior agreement on revised timelines, the Company may request a **credit of up to 15% of the affected milestone fee**, to be applied to future services.

## 6. Confidentiality

Each Party agrees to maintain the confidentiality of proprietary information received under this Agreement, including any data or strategic materials shared pursuant to the **MarketPulse NDA** (executed February 21, 2025). Confidentiality obligations shall continue for a period of **three (3) years** after termination of the Agreement.

## 7. Intellectual Property

All original marketing content, analysis, visualizations, and strategy documents created specifically for the Company under this Agreement shall be considered **work product** and owned by the Company. Pre-existing frameworks or templates from the Service Provider will remain their property, with usage rights granted to the Company as needed under the applicable SOW.

## 8. Document Integration

This Agreement encompasses and governs the execution of the **Customer Journey Agreement v2** (executed March 1, 2025) and any deliverables outlined in the **Digital Campaign Scope of Work** (executed March 5, 2025), which may be updated or amended through additional SOWs during the Term.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Georgia**, without reference to its conflicts of law rules. The Parties consent to exclusive jurisdiction in the state and federal courts located in **Fulton County, Georgia**.

**10. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, or email with receipt confirmation to:

**For the Company:**

FutureSkills Solutions

23 Main St. Suite 1800

Chicago, IL 60606, USA

**For the Service Provider:**

MarketPulse Dynamics  
900 Marketing Row  
Atlanta, GA 30308

## 10. Entire Agreement

This Agreement, together with all referenced documents and applicable SOWs, represents the full and complete understanding between the Parties. Any modification must be in writing and signed by authorized representatives of both Parties.

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

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**FutureSkills Solutions**

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**MarketPulse Dynamics**