### **MASTER SERVICES AGREEMENT**

This Master Services Agreement ("Agreement") is made and entered into as of October 4, 2025 ("Effective Date"), by and between:

Quantum Solutions Corp., a Delaware corporation with its principal place of business at 789 Tech Avenue, Innovation City, DE 67890 ("Client"),

and

Nexus Analytics Inc., a California corporation with its principal place of business at 456 Data Drive, Silicon Valley, CA 12345 ("Provider").

Client and Provider may be referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

WHEREAS, Client is engaged in the business of developing and marketing enterprise software solutions;

WHEREAS, Provider has expertise in the field of data analytics, machine learning, and consulting services;

WHEREAS, Client desires to retain Provider to perform certain services as may be requested by Client from time to time, and Provider is willing to perform such services, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

#### **ARTICLE 1: DEFINITIONS**

**1.1. "Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

**1.2. "Change Order"** means a written document signed by both Parties that amends a Statement of Work.

**1.3. "Confidential Information"** means any information, whether oral, written, or in any other form, that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") and that is either identified as confidential or would reasonably be understood to be confidential given its nature. Confidential Information shall include, but is not limited to, trade secrets, business plans, financial data, source code, and customer lists. The terms of this Agreement are considered Confidential Information of both Parties.

**1.4. "Deliverables"** means all documents, software, reports, and other tangible materials created by Provider for Client as a result of performing the Services under a Statement of Work.

**1.5. "Intellectual Property Rights"** means all rights in patents, copyrights, trade secrets, trademarks, and any other intellectual property or proprietary rights recognized in any jurisdiction worldwide.

**1.6. "Services"** means the professional services to be performed by Provider for Client as described in a Statement of Work.

**1.7. "Statement of Work" or "SOW"** means a written document, substantially in the form attached hereto as Exhibit A, which is executed by both Parties and describes the specific Services and Deliverables to be provided, along with timelines, fees, and other project-specific details.

#### **ARTICLE 2: SERVICES AND STATEMENTS OF WORK**

**2.1. Statements of Work**. The Parties shall execute a separate SOW for each specific project. Each SOW will be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and an SOW, the terms of this Agreement shall prevail, unless the SOW expressly states its intent to override a specific provision of this Agreement.

**2.2. Performance of Services.** Provider agrees to perform the Services with professional skill and care, consistent with prevailing industry standards. Provider shall determine the method, details, and means of performing the Service**s.**

**2.3. Change Orders.** If either Party wishes to change the scope of the Services in an active SOW, it shall submit a written proposal to the other Party. Any changes shall be effective only upon the execution of a formal Change Order by authorized representatives of both Parties.

#### **ARTICLE 3: FEES AND PAYMENT**

**3.1. Fees.** Client shall pay Provider the fees as set forth in the applicable SOW ("Fees"). Unless otherwise specified in an SOW, Fees will be billed on a time and materials basis at the rates specified in the SOW.

**3.2. Invoicing.** Provider shall submit invoices to Client on a monthly basis, detailing the Services performed and any pre-approved expenses incurred. All invoices shall be sent to the Client's accounts payable department at ap@quantumsolution.com**.**

**3.3. Payment.** Client shall pay all undisputed invoices within thirty (30) days of the invoice date. Payments not made within this period shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is lower.

**3.4. Disputed Charges.** Client must notify Provider in writing of any disputed charges within ten (10) business days of the invoice date. The Parties agree to work in good faith to resolve any such disputes promptly.

#### **ARTICLE 4: INTELLECTUAL PROPERTY**

**4.1. Pre-Existing IP.** Each Party shall retain all right, title, and interest in and to its own pre-existing materials and Intellectual Property Rights ("Pre-Existing IP"). Provider grants Client a non-exclusive, royalty-free, perpetual license to use any Provider Pre-Existing IP to the extent it is incorporated into the Deliverables.

**4.2. Ownership of Deliverables.** Upon full and final payment of the Fees associated with a given SOW, all right, title, and interest in and to the Deliverables created under that SOW, including all Intellectual Property Rights therein, shall be the sole and exclusive property of Client. Provider agrees to execute any documents reasonably requested by Client to evidence such ownership. This transfer of ownership is defined as a "work made for hire" under U.S. Copyright Law.

#### **ARTICLE 5: CONFIDENTIALITY**

**5.1. Obligations.** The Receiving Party agrees to: (a) hold the Disclosing Party's Confidential Information in strict confidence; (b) not disclose such Confidential Information to any third party without prior written consent; and (c) use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

**5.2. Exclusions.** The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was already in the Receiving Party's possession before disclosure; or (c) is required to be disclosed by law, provided the Receiving Party gives the Disclosing Party prompt notice to contest such disclosure.

**5.3. Return of Information.** Upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party**.**

#### **ARTICLE 6: TERM AND TERMINATION**

**6.1. Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years, unless terminated earlier as provided herein.

**6.2. Termination for Cause.** Either Party may terminate this Agreement or any SOW if the other Party commits a material breach of its obligations and fails to cure such breach within thirty (30) days of receiving written notice.

**6.3. Termination for Convenience.** Client may terminate this Agreement or any SOW for any reason upon providing sixty (60) days prior written notice to Provider. In such an event, Client shall pay Provider for all Services performed and expenses incurred up to the effective date of termination.

#### **ARTICLE 7: WARRANTIES AND INDEMNIFICATION**

**7.1. Provider Warranties.** Provider warrants that the Services will be performed in a professional and workmanlike manner and that the Deliverables will not infringe upon the Intellectual Property Rights of any third party.

**7.2. Indemnification.** Provider agrees to indemnify, defend, and hold harmless Client from and against any and all third-party claims, damages, and expenses (including reasonable attorneys' fees) arising out of a breach of Provider's warranties under Section 7.1.

#### **ARTICLE 8: LIMITATION OF LIABILITY**

**8.1. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8.2. Liability Cap.** IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

#### **ARTICLE 9: GENERAL PROVISIONS**

**9.1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

**9.2. Force Majeure.** Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, or natural disaster.

**9.3. Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

**9.4. Entire Agreement.** This Agreement, including all executed SOWs, constitutes the entire agreement between the Parties and supersedes all prior communications and agreements.

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

**Quantum Solutions Corp. By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Jane Smith Title: Chief Operating Officer**

**Nexus Analytics Inc. By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Robert Jones Title: Chief Executive Officer**