

MASTER SERVICES AGREEMENT - HORIZON HOLDINGS

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of June 13, 2021 ("Effective Date"), by and between:

Acme Corp, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 123 Innovation Drive, Tech Valley, CA 94043 ("Buyer" or "Acme"),

and

Horizon Holdings, a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business at 789 Enterprise Blvd, Las Vegas, NV 89101 ("Vendor" or "Horizon").

Buyer and Vendor may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Vendor is in the business of providing certain professional services, including but not limited to strategic consulting and data analytics services;

WHEREAS, Buyer desires to engage Vendor to provide such services, and Vendor is willing to provide such services to Buyer, on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1. "Agreement" means this Master Services Agreement, including all exhibits, schedules, and Statements of Work.

1.2. "Confidential Information" means any information, however conveyed or stored, that is of a confidential nature and is disclosed by one Party to the other, including but not limited to business plans, customer lists, financial data, and proprietary technology.

1.3. "Deliverables" means all documents, work product, and other materials that are prepared for or delivered to Buyer by Vendor in the course of performing the Services.

1.4. "Services" means the professional services to be provided by Vendor to Buyer as described in one or more Statements of Work.

1.5. "Statement of Work" or "SOW" means a written document, mutually agreed upon and signed by the Parties, that describes the specific Services and/or Deliverables to be provided by

Vendor, including any applicable fees, timelines, and other details. Each SOW shall be incorporated into and form a part of this Agreement.

2. SCOPE OF SERVICES

2.1. Statements of Work. Vendor shall perform the Services and provide the Deliverables as described in one or more SOWs executed by the Parties. In the event of a conflict between the terms of this Agreement and the terms of an SOW, the terms of this Agreement shall prevail unless the SOW expressly states that it is intended to modify this Agreement for the purposes of that SOW only.

2.2. Performance. Vendor will perform the Services in a professional and workmanlike manner. Vendor shall have sole control over the manner and means of performing the Services, including the selection and supervision of its personnel.

3. FEES AND PAYMENT

3.1. Fees. Buyer shall pay Vendor the fees set forth in the applicable SOW ("Fees"). Unless otherwise specified in an SOW, all Fees are quoted and payable in United States dollars.

3.2. Invoicing. Vendor shall submit invoices to Buyer on a monthly basis, or as otherwise specified in the applicable SOW. Each invoice shall reference this Agreement and the relevant SOW and provide a detailed breakdown of the Services performed and Fees incurred.

3.3. Payment Terms. Buyer shall pay all undisputed invoices within thirty (30) days of the invoice date.

3.4. Late Payments. Any amount not paid when due will be subject to a late charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less.

3.5. Taxes. Buyer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Buyer hereunder.

4. TERM AND TERMINATION

4.1. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years (the "Initial Term").

4.2. Auto-Renewal. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

4.3. Termination for Cause. Either Party may terminate this Agreement or any SOW upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach.

4.4. Effect of Termination. Upon termination or expiration of this Agreement, Vendor shall cease all work, and Buyer shall pay Vendor for all Services performed and expenses incurred up to the effective date of termination. Each Party shall promptly return or destroy all Confidential Information of the other Party.

5. CONFIDENTIALITY

5.1. Obligations. Each Party (the "Receiving Party") agrees to hold in confidence and not to disclose to any third party any Confidential Information of the other Party (the "Disclosing Party"). The Receiving Party shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) was in the Receiving Party's possession prior to the time of disclosure; or (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

5.3. Required Disclosure. If the Receiving Party is required by law or court order to disclose Confidential Information, it shall provide the Disclosing Party with prompt written notice of such requirement to allow the Disclosing Party to seek a protective order.

6. INTELLECTUAL PROPERTY

6.1. Pre-Existing IP. Each Party shall retain all right, title, and interest in and to its own pre-existing intellectual property.

6.2. Ownership of Deliverables. Subject to Buyer's full payment of the Fees, all Deliverables specifically created for Buyer under an SOW shall be the sole and exclusive property of Buyer. Vendor hereby assigns to Buyer all of its right, title, and interest in and to such Deliverables.

6.3. Vendor's Tools. Notwithstanding the foregoing, Vendor shall retain ownership of all of its proprietary tools, methodologies, software, and know-how used in the performance of the Services ("Vendor Tools"). Vendor grants Buyer a non-exclusive, royalty-free, perpetual license to use any Vendor Tools embedded in the Deliverables solely for Buyer's internal business purposes.

7. INDEMNIFICATION

7.1. Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the negligence, willful misconduct, or material breach of this Agreement by Vendor.

7.2. Indemnification by Buyer. Buyer shall indemnify, defend, and hold harmless Vendor, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the negligence, willful misconduct, or material breach of this Agreement by Buyer.

7.3. Procedure. The indemnified party shall provide the indemnifying party with prompt written notice of any claim and shall cooperate with the indemnifying party in the defense of such claim. The indemnifying party shall have sole control over the defense and settlement of any such claim.

7.4. Cap. The total liability of either Party under this Section 7 shall not exceed the total fees paid by Buyer to Vendor in the twelve (12) months immediately preceding the event giving rise to the claim.

8. WARRANTIES

8.1. DISCLAIMER OF WARRANTIES. ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. VENDOR MAKES NO WARRANTY THAT THE SERVICES WILL MEET BUYER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

9. LIMITATION OF LIABILITY

9.1. Exclusion of Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

9.2. Cap on Direct Damages. EXCEPT FOR OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION) AND BREACHES OF SECTION 5 (CONFIDENTIALITY), EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY BUYER TO VENDOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

10. INSURANCE

Vendor shall, at its own expense, maintain in full force and effect during the term of this Agreement, the following insurance coverage: (a) Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence; (b) Professional Liability (Errors & Omissions) insurance with a limit of not less than \$2,000,000 per claim; and (c) Workers' Compensation insurance as required by applicable law. Vendor shall provide Buyer with certificates of insurance upon request.

11. GENERAL PROVISIONS

11.1. Force Majeure. Neither Party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, or government action.

11.2. 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.

11.3. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in Wilmington, Delaware, in accordance with the rules of the American Arbitration Association.

11.4. Notices. All notices under this Agreement shall be in writing and sent to the addresses of the Parties set forth above or to such other address as may be designated in writing.

11.5. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.

11.6. Entire Agreement. This Agreement, together with all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter.

12. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Acme Corp

By: _____ Name: Title:

Horizon Holdings

By: _____ Name: Title:

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Warranty Status: RISKY Special Notes: None ---