

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of **April 15, 2025** (“Effective Date”) by and between:

- **Orion Technologies, Inc.**, a Delaware corporation with offices at **225 Fifth Avenue, New York, NY 10010** (“Customer”),
and
- **NimbleSoft Solutions Ltd.**, a United Kingdom private limited company with offices at **14-16 Charlotte Street, London, W1T 2LX, United Kingdom** (“Supplier”).

Each a “Party” and together the “Parties.”

1. Purpose and Scope

This Agreement governs Supplier’s provision of software-as-a-service, implementation, and related support services (“Services”) as further described in individual **Statements of Work** (“SOWs”) executed by the Parties from time to time.

In the event of any conflict, the order of precedence shall be: (i) the SOW, (ii) this Agreement, (iii) any incorporated exhibits or policies.

2. Term and Termination

2.1 Term. This Agreement commences on the Effective Date and continues for **five years**, automatically renewing for additional one-year periods unless either Party provides written notice of non-renewal at least **30 days** prior to expiration.

2.2 Termination for Convenience. Customer may terminate this Agreement or any SOW for convenience upon **90 days’ written notice**, without penalty.
Supplier may not terminate for convenience.

2.3 Termination for Cause. Either Party may terminate immediately for a material breach not cured within **10 days** of written notice.

2.4 Effect of Termination. Upon termination, Supplier shall (a) promptly cease performing Services, (b) deliver all Customer Data and Deliverables, and (c) assist Customer for up to **45 days** to transition Services to another provider at then-current rates.

3. Services and Deliverables

3.1 Performance. Supplier shall perform the Services in a timely, professional, and workmanlike manner consistent with industry standards.**3.2 Acceptance.** Deliverables shall not be deemed accepted until Customer provides written confirmation of acceptance. Silence shall not constitute acceptance.

3.3 Personnel. Supplier shall use qualified personnel and remain responsible for their acts and omissions. Supplier may not replace named key personnel without Customer's consent, such consent not to be unreasonably withheld.

3.4 Subcontracting. Supplier may not subcontract any material portion of the Services without Customer's prior written approval. Supplier remains fully liable for subcontractor acts.

4. Fees and Payment

4.1 Fees. Fees are set forth in each SOW. Unless otherwise specified, fees are fixed and not subject to increase during the applicable SOW term.

4.2 Invoicing and Payment. Supplier shall invoice monthly in arrears. Customer shall pay undisputed amounts within **45 days** of invoice receipt. Customer may withhold payment of disputed amounts pending resolution.

4.3 Expenses. Out-of-pocket expenses are reimbursable only if pre-approved in writing by Customer and supported by receipts.

4.4 Taxes. Fees exclude applicable sales or VAT taxes, which Customer shall pay, except for Supplier's income taxes.

4.5 Audit of Charges. Customer may audit Supplier's billing records once per year with 15 business days' notice.

5. Confidentiality

5.1 Obligations. Each Party shall protect the other's Confidential Information with at least the same degree of care it uses for its own, not less than reasonable care, and shall not disclose it except to personnel with a need to know under equivalent obligations.

5.2 Exceptions. Confidential Information excludes information that is publicly available, known prior to disclosure, independently developed, or rightfully received from a third party without restriction.

5.3 Compelled Disclosure. If legally compelled, the Receiving Party shall promptly notify the Disclosing Party (unless prohibited) and cooperate in seeking protective measures.

5.4 Duration. Confidentiality obligations survive for **five (5) years** after termination; trade secrets remain protected indefinitely.

6. Data and Security

6.1 Customer Data Ownership. Customer retains all right, title, and interest in its data. Supplier receives only a limited, non-exclusive license to process such data to provide the Services.

6.2 Security. Supplier shall maintain administrative, physical, and technical safeguards consistent with **ISO 27001** standards and provide an annual **SOC 2 Type II** report upon request.

6.3 Data Breach. Supplier shall notify Customer within **48 hours** of confirming any unauthorized access to Customer Data, providing details of the incident and remediation steps.

6.4 Data Return and Deletion. Upon termination, Supplier shall return or securely destroy all Customer Data within **30 days**.

7. Intellectual Property

7.1 Customer IP. Customer retains all IP in its pre-existing materials and data. Supplier may not use Customer's name, trademarks, or logos without prior written consent.

7.2 Deliverables. All Deliverables created specifically for Customer under this Agreement shall be considered **"works made for hire"** owned exclusively by Customer. To the extent any Deliverable does not qualify, Supplier hereby assigns all rights, title, and interest therein to Customer.

7.3 Background Materials. Supplier retains ownership of pre-existing tools and frameworks used in performing the Services, provided that Customer receives a perpetual, royalty-free license to use any embedded portions necessary for use of the Deliverables.

7.4 Feedback. Customer grants Supplier a non-exclusive, royalty-free license to use de-identified feedback solely to improve its products.

8. Warranties

8.1 Services Warranty. Supplier warrants that all Services and Deliverables will (a) conform to the SOW, (b) be free from material defects, and (c) be performed by qualified personnel.

8.2 Compliance Warranty. Supplier warrants that it will comply with all applicable laws, including data protection, export control, and anti-bribery laws.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnities

9.1 IP Indemnity. Supplier shall defend and indemnify Customer against any third-party claim alleging that the Services or Deliverables infringe any intellectual property right, and shall pay resulting damages, costs, and attorneys' fees.

9.2 Data Indemnity. Supplier shall indemnify Customer for claims, losses, or fines arising from Supplier's breach of its data security or privacy obligations.

9.3 Customer Indemnity. Customer shall indemnify Supplier only for claims arising from Customer's unauthorized use of the Services.

10. Limitation of Liability

10.1 Cap. Supplier's aggregate liability shall not exceed **two (2) times** the total fees paid under the applicable SOW in the twelve (12) months preceding the claim.

10.2 Exclusions. Neither Party shall be liable for consequential or punitive damages, except that this exclusion shall not limit recovery for breaches of confidentiality, data protection, or IP infringement.

10.3 No Limitation. The limitations do not apply to Supplier's indemnification or willful misconduct.

11. Insurance

Supplier shall maintain during the term:

- Commercial General Liability – USD **\$2,000,000** per occurrence
 - Professional / Tech E&O including Cyber – USD **\$5,000,000** aggregate
 - Workers' Compensation as required by law
- Certificates shall be provided upon request.
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12. Publicity

Supplier may not use Customer's name, logos, or marks for marketing purposes without Customer's prior written approval.

13. Governing Law and Dispute Resolution

13.1 **Governing Law.** This Agreement shall be governed by the laws of **State of New York**, excluding conflict of law principles.

13.2 **Venue.** The courts of **New York** shall have exclusive jurisdiction. Supplier consents to such venue and waives any objection to it.

13.3 **Equitable Relief.** Breach of confidentiality or IP obligations may cause irreparable harm; equitable remedies are available in addition to damages.

14. Miscellaneous

14.1 **Independent Contractors.** The Parties are independent contractors; nothing creates a partnership or joint venture.

14.2 **Assignment.** Supplier may not assign this Agreement without Customer's written consent. Customer may assign to an Affiliate or successor upon notice.

14.3 **Force Majeure.** Neither Party is liable for delay due to causes beyond reasonable control, except for payment obligations.

14.4 **Notices.** Notices shall be in writing and delivered by courier or email with confirmation to:

- **Customer:** legal@oriontech.com
- **Supplier:** legal@nimblesoft.io

14.6 **Counterparts; E-Signatures.** This Agreement may be executed electronically and in counterparts, each deemed an original.

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SIGNATURES

Customer: Orion Technologies, Inc.

By: *Sarah Lin*

Title: *Chief Procurement Officer*

Date: *April 15, 2025*

Supplier: NimbleSoft Solutions Ltd.

By: *James Porter*

Title: *CEO*

Date: *April 15, 2025*