

Master Services Agreement — Draft v1

by and between Orbita Cloud Services, Inc. (“Vendor”) and Brightpath Software, Inc. (“Customer”) · June 2, 2026

This Master Services Agreement (the “Agreement”) governs Customer's subscription to Vendor's cloud data-pipeline platform and related implementation and support services (the “Services”).

1. Fees and Payment

- 1.1 Subscription fee: \$18,500 per month. One-time implementation fee: \$25,000.
- 1.2 Invoices are due net fifteen (15) days from invoice date.
- 1.3 Late amounts accrue interest at 1.5% per month (18% per annum) or the maximum permitted by law.
- 1.4 Vendor may increase subscription fees by up to seven percent (7%) upon each renewal.

2. Term; Renewal; Termination

- 2.1 Initial term of twenty-four (24) months from the Effective Date.
- 2.2 This Agreement automatically renews for successive twenty-four (24) month terms unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.
- 2.3 Vendor may terminate this Agreement for convenience upon thirty (30) days' written notice. Customer may terminate only for Vendor's uncured material breach.

3. Limitation of Liability

- 3.1 EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE THREE (3) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.
- 3.2 The limitation in Section 3.1 applies to all claims of every kind, including indemnification obligations, breach of confidentiality, and claims relating to data or security incidents.

4. Indemnification

- 4.1 Customer shall defend, indemnify, and hold harmless Vendor from and against any third-party claims arising out of Customer data, Customer's use of the Services, or Customer's breach of this Agreement, including reasonable attorneys' fees.
- 4.2 Vendor provides no indemnities under this Agreement.

5. Intellectual Property; Data

- 5.1 Vendor owns all work product, deliverables, and configurations created in connection with the Services, including after payment. Customer receives a license to use such work product solely during the term.
- 5.2 Customer grants Vendor a perpetual, irrevocable license to use Customer usage data and analytics derived from Customer data for any business purpose.

6. Confidentiality

- 6.1 Each party shall protect the other's Confidential Information for two (2) years following disclosure.

7. Service Levels

7.1 Vendor targets 99.5% monthly uptime. Service credits are capped at 5% of monthly fees and are Customer's sole and exclusive remedy for availability failures.

8. Non-Solicitation

8.1 During the term and for twenty-four (24) months thereafter, neither party will solicit for employment any employee of the other party involved in the Services.

9. Governing Law; Disputes

9.1 This Agreement is governed by the laws of the State of New York.

9.2 Any dispute shall be resolved exclusively by binding arbitration seated in New York County, New York. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL.

10. Assignment

10.1 Vendor may assign this Agreement without consent. Customer may not assign without Vendor's prior written consent.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. — Orbita Cloud Services, Inc. / Brightpath Software, Inc.