

Master Services Agreement — Negotiated Draft v2

by and between Orbita Cloud Services, Inc. (“Vendor”) and Brightpath Software, Inc. (“Customer”) · July 8, 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”). This draft reflects the parties' negotiations of July 2026 and supersedes Draft v1.

1. Fees and Payment

- 1.1 Subscription fee: \$18,500 per month. One-time implementation fee: \$25,000.
- 1.2 Invoices are due net thirty (30) 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 five percent (5%) upon each renewal.

2. Term; Renewal; Termination

- 2.1 Initial term of twelve (12) months from the Effective Date.
- 2.2 This Agreement automatically renews for successive twelve (12) month terms unless either party gives written notice of non-renewal at least sixty (60) days before the end of the then-current term.
- 2.3 After the first six (6) months, either party may terminate this Agreement for convenience upon thirty (30) days' written notice. Vendor will refund prepaid, unused fees.

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 OR PAYABLE BY CUSTOMER IN THE TWELVE (12) 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 and claims arising from data or security incidents, except for a party's gross negligence or willful misconduct.

4. Indemnification

- 4.1 Each party shall defend, indemnify, and hold harmless the other from third-party claims arising out of the indemnifying party's breach of this Agreement or violation of law, including reasonable attorneys' fees.
- 4.2 Vendor shall additionally indemnify Customer against third-party claims that the Services infringe intellectual-property rights.

5. Intellectual Property; Data

- 5.1 Upon payment, Customer owns all work product, deliverables, and configurations created for Customer in connection with the Services.
- 5.2 Vendor may use Customer data solely in anonymized, aggregated form to improve the Services.

6. Confidentiality

6.1 Each party shall protect the other's Confidential Information for three (3) years following disclosure.

7. Data Security

7.1 Vendor shall notify Customer of any security incident affecting Customer data without undue delay and in no event later than seventy-two (72) hours after discovery.

7.2 Vendor shall maintain cyber-liability insurance of not less than \$2,000,000 during the term.

8. Service Levels

8.1 Vendor commits to 99.9% monthly uptime. Service credits are capped at 15% of monthly fees.

9. Non-Solicitation

9.1 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.

10. Governing Law; Disputes

10.1 This Agreement is governed by the laws of the State of Delaware. The parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware.

11. Assignment

11.1 Neither party may assign this Agreement without the other party's prior written consent, except to a successor in a merger or sale of substantially all assets.

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