

CLIENT MASTER SERVICES AGREEMENT (MSA)

This Client Master Services Agreement ("Agreement") is entered into on [Date] (the "Effective Date") by and between:

Renoir Graphiq

A [Legal Structure] registered under the laws of India, having its principal place of business at [Address] (hereinafter referred to as "Provider").

and

[Client Name]

A [Legal Structure] registered under the laws of [Country], having its principal place of business at [Address] (hereinafter referred to as "Client").
(collectively referred to as the "Parties").

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

1.1. Services: Refers to the services provided by Provider as specified in one or more Statements of Work (SOW) executed under this Agreement.

1.2. Statement of Work (SOW): A separate document that outlines the scope of services, deliverables, timeline, and fees for a specific project or engagement. Each SOW shall be considered an integral part of this Agreement.

1.3. Confidential Information: Any proprietary, confidential, or non-public information disclosed by one Party to the other, including but not limited to business plans, trade secrets, and client data.

2. SCOPE OF SERVICES

2.1. Services. Provider shall perform the services as described in each SOW executed under this Agreement. Each SOW shall specify the scope of services, deliverables, fees, and any other relevant terms.

2.2. Change Requests. Any changes to the scope of services must be documented in writing and agreed upon by both Parties through an amendment to the applicable SOW.

3. PAYMENT TERMS

3.1. Fees. Client agrees to pay Provider the fees as specified in the applicable SOW. Fees shall be invoiced and paid as outlined in the SOW.

3.2. Expenses. Client shall reimburse Provider for all reasonable and documented out-of-pocket expenses incurred in the performance of services under this Agreement, subject to the prior written approval of Client.

4. INTELLECTUAL PROPERTY

4.1. Ownership. All intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in deliverables created by Provider under this Agreement shall belong to Provider unless otherwise specified in the applicable SOW.

4.2. License. Provider grants Client a non-exclusive, worldwide, royalty-free license to use, modify, and reproduce any deliverables provided by Provider solely for the purpose specified in the SOW unless otherwise specified in the applicable SOW.

5. CONFIDENTIALITY

5.1. Confidentiality Obligations. Both Parties agree to keep confidential any Confidential Information disclosed during the course of this Agreement for a term of 2 years from signing this MSA. The Parties shall use Confidential Information solely for the purpose of performing under this Agreement.

5.2. Exceptions. The confidentiality obligations shall not apply to information that: (a) is publicly available; (b) was known to the receiving Party prior to disclosure; (c) is independently developed by the receiving Party; or (d) is required to be disclosed by law.

6. WARRANTIES AND DISCLAIMERS

6.1. Provider Warranty. Provider represents and warrants that it will perform services with reasonable skill and care and in accordance with industry standards.

6.2. Client Warranty. Client represents and warrants that it has the necessary rights and permissions to provide materials or information required for the services.

7. LIMITATION OF LIABILITY

7.1. General Limitation: In no event shall either party be liable to the other party for any consequential, indirect, special, punitive, or incidental damages, including but not limited to lost profits, loss of data, loss of business opportunities, or loss of goodwill, arising out of or in connection with this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if such damages were foreseeable.

7.2. Direct Damages: The total aggregate liability of each party under this Agreement, regardless of the cause of action, shall be limited to the total fees paid or payable by Client to Provider under this Agreement or the applicable Statement of Work (SOW) during the [number of months/years] preceding the date the claim arises.

8. TERM AND TERMINATION

8.1. Term. This Agreement shall commence on the Effective Date and continue until terminated by either Party in accordance with this Agreement or upon the completion of all SOWs.

8.2. Termination. Either Party may terminate this Agreement or any SOW with written notice to the other Party if the other Party breaches any material term or condition of this Agreement and fails to cure such breach within [number of days] days.

8.2. Termination for Convenience: Either party may terminate this Agreement, in whole or in part, for any reason or no reason at all, upon providing [number of days] days' written notice to the other party. In such a case, Client shall pay Provider for all services performed and expenses incurred up to the effective date of termination.

8.3. Termination for Cause: Either party may terminate this Agreement or any Statement of Work (SOW) immediately upon written notice to the other party if the other party:

- a. Breaches any material term or condition of this Agreement or any SOW, and such breach remains uncured for [number of days] days after written notice of the breach; or
- b. Becomes insolvent, files for bankruptcy, or is adjudicated as bankrupt.

8.4. Termination for Non-Payment: Provider may, in its sole discretion, suspend or terminate the provision of services if Client fails to make payment as required by this Agreement or any applicable SOW. Provider shall provide written notice of intent to suspend or terminate services, and if the

outstanding payment remains unpaid for [number of days] days after the notice, Provider may proceed with suspension or termination.

8.5. Effect of Termination: Upon termination of this Agreement or any SOW:

- a. Client shall immediately pay all outstanding fees and expenses owed to Provider up to the effective date of termination.
- b. Client shall return any Provider-owned property, materials, or confidential information within [number of days] days of termination.
- c. Any provisions of this Agreement that, by their nature, should survive termination (including, but not limited to, intellectual property rights, confidentiality, and limitation of liability) shall continue to be in effect after termination.

8.6. Rights upon Termination: Termination of this Agreement or any SOW shall not affect any rights or obligations that have accrued prior to termination, and neither party shall be relieved from any obligations that, by their nature, should survive termination.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the courts located in Mumbai, Maharashtra, India.

The Parties hereby irrevocably submit to the jurisdiction of the courts in Mumbai, Maharashtra, India, for the resolution of any such disputes and waive any objection based on forum non-conveniens or any other objection to venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10. Relationship to Other Agreements

10.1 Agreement: The content and obligations contained within the MSA, NDA, and SOW collectively constitute the entire agreement between the Parties regarding the Project, and supersede all prior or contemporaneous understandings, whether written or oral.

11. ENTIRE AGREEMENT

This Agreement, including any attached SOWs, constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have executed this Client Master Services

Agreement as of the Effective Date.

Renoir Graphiq

Signature: _____

Name: [Provider Name]

Title: [Provider Title]

Date: _____

[Client Name]

Signature: _____

Name: [Client Name]

Title: [Client Title]

Date: _____