PERPETUAL CORE

Master Services Agreement

Baseline commercial terms for software, implementation, managed services, and advisory work

Form version: August 29, 2026 | Provider: THE PERPETUAL CORE LLC, a New York limited liability company

IMPORTANT: This is a negotiation-ready starting form, not legal advice. Complete all brackets, attach deployment-specific exhibits, and obtain counsel review before signature.

This Master Services Agreement ("Agreement") is entered as of [EFFECTIVE DATE] between THE PERPETUAL CORE LLC ("Provider") and [CUSTOMER LEGAL NAME] ("Customer"). Each is a "Party" and together the "Parties."

1. Agreement structure

This Agreement governs each order form or statement of work (each, an "Order"). An Order identifies the services, fees, term, deliverables, assumptions, responsibilities, and acceptance criteria. If terms conflict, the following order controls: signed amendment; Data Processing Addendum or Business Associate Addendum for its subject; Order; this Agreement; then incorporated online policies.

2. Services and change control

Provider will perform the Services with commercially reasonable care and skill. Timelines depend on Customer providing timely access, decisions, content, personnel, and approvals. Either Party may propose a change. No change to scope, fees, schedule, authority, regulated-data handling, or acceptance criteria is binding until documented in a signed change order.

3. Customer responsibilities

Customer will designate an authorized owner; provide lawful access and accurate instructions; obtain necessary rights, notices, consents, and licenses; maintain systems of record and backups unless assigned to Provider; and review AI-assisted or automated output before consequential use. Customer will not submit regulated data unless the applicable Order and written addendum expressly authorize it.

4. Fees, expenses, and taxes

Customer will pay the fees and approved expenses stated in each Order. Unless stated otherwise, invoices are due within 15 days, deposits are non-refundable once work begins, and undisputed late amounts may accrue interest at the lesser of 1.0% per month or the maximum lawful rate. Customer is responsible for applicable sales, use, and similar taxes other than taxes on Provider's net income. Customer must dispute an invoice in writing within 10 days and pay undisputed amounts when due.

5. Acceptance

Deliverables are accepted when Customer confirms acceptance, uses them in production, or does not provide a specific written rejection tied to agreed acceptance criteria within 7 business days after delivery. Provider will use commercially reasonable efforts to correct a timely, valid rejection. New preferences or out-of-scope requirements require change control.

6. Intellectual property

Customer retains Customer Data. Provider retains its platform, software, methods, models, workflows, templates, know-how, pre-existing materials, and general improvements ("Provider Materials"). Upon full payment, Customer receives the ownership or license expressly stated in the Order for custom deliverables. To the extent Provider Materials are embedded in a deliverable, Provider grants Customer a non-exclusive, non-transferable (except with a permitted assignment), perpetual license to use them internally with that deliverable. Provider may use generalized skills and know-how that do not disclose Customer Confidential Information.

7. Data, security, and AI

The Privacy Policy applies to personal information. If Provider processes personal data on Customer's behalf, the Parties will execute the applicable Data Processing Addendum. Provider is not a HIPAA business associate unless an authorized Business Associate Addendum is signed for the applicable service. AI output is probabilistic and may be inaccurate, incomplete, biased, outdated, or non-original. Customer remains responsible for qualified review, professional obligations, filings, official decisions, and use of output.

8. Confidentiality

A receiving Party will use the disclosing Party's non-public information only for the relationship, protect it using at least reasonable care, and disclose it only to personnel and providers with a need to know and confidentiality duties. Exclusions apply to information that is public without breach, already known without duty, independently developed, or rightfully received from another source. Required legal disclosure is permitted after notice where lawful. Trade secrets remain protected while they qualify as trade secrets; other obligations last five years after disclosure.

9. Warranties and disclaimers

Each Party warrants it has authority to enter this Agreement. Provider warrants professional services will be performed in a professional and workmanlike manner. Customer's exclusive remedy for breach is re-performance if promptly requested. EXCEPT AS EXPRESSLY STATED, SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND IMPLIED WARRANTIES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. Provider does not guarantee funding, awards, revenue, compliance, employment, placement, clinical, legal, financial, or other business outcomes.

10. Indemnification

Each Party will defend the other against third-party claims arising from its gross negligence, willful misconduct, or violation of law. Customer will also defend claims arising from Customer Data, Customer instructions, or Customer's unauthorized or prohibited use. Provider will defend claims that the unmodified paid Service, as provided, directly infringes a U.S. patent, copyright, or trademark, and may modify, replace, obtain rights, or terminate the affected Service with a prorated refund. The protected Party must promptly notify, reasonably cooperate, and allow the indemnifying Party to control the defense, subject to consent for settlements admitting fault or imposing non-monetary obligations.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, REVENUE, DATA, OR GOODWILL. EXCEPT FOR PAYMENT OBLIGATIONS, INDEMNIFICATION, MISUSE OF INTELLECTUAL PROPERTY, BREACH OF CONFIDENTIALITY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR LIABILITY THAT CANNOT LAWFULLY BE LIMITED, EACH PARTY'S AGGREGATE LIABILITY WILL NOT EXCEED FEES PAID OR PAYABLE UNDER THE AFFECTED ORDER DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY.

12. Term and termination

This Agreement continues until terminated. Either Party may terminate for uncured material breach after 10 days' notice for nonpayment or 30 days' notice for other breach. An Order may state additional termination rights. On termination, Customer will pay amounts earned and non-cancellable commitments through the effective date. Each Party will return or destroy Confidential Information on request, subject to legal retention and backup cycles. Customer must export needed data before access ends unless the Order provides a transition period.

13. General

The Parties are independent contractors. Neither may bind the other. Neither Party is liable for delay caused by events beyond reasonable control, excluding payment obligations. Neither may assign this Agreement except to an affiliate or in connection with a merger, reorganization, or sale of substantially all relevant assets, provided the assignee assumes the obligations. New York law governs; exclusive venue is in state or federal courts in New York County, New York. Before filing, executives will attempt good-faith resolution for 15 days. Notices must be written to the Order contacts. Electronic signatures and counterparts are effective. This Agreement and its Orders are the entire agreement for their subject matter.

Signatures

THE PERPETUAL CORE LLC

By: _______________________________

Name: Lorenzo Daughtry-Chambers

Title: Authorized Representative

Date: _____________________________

CUSTOMER

By: _______________________________

Name: [NAME]

Title: [TITLE]

Date: _____________________________