
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”), made as of [effective.date] (the “Effective Date”), is by and between Anant Corporation, a District of Columbia Corporation with the address of 3 Washington Circle NW, Suite 301, Washington, DC 20037 (“Anant”), and [Company.Name], with the address of [Company.FullAddress] (“Client”).

WHEREAS, Anant desires to perform certain duties as described in this Agreement, and Client desires to so engage Anant;

WHEREAS, Anant and Client desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound hereby, agree as follows:

1. SERVICES.

In consideration of payments under this Agreement, Anant shall perform, in accordance with the terms of this Agreement, the services, incorporating the delivery of any deliverables (collectively, the “Services”) described in any Statement of Work (SOW) or Order Schedule (OS).

Minimum Engagement and Onboarding Costs. If the project scope requires Anant to onboard new talent, a minimum commitment to an engagement period of 3 months is required. In such cases, there will be an additional onboarding charge of \$10,000 to cover the expenses associated with bringing new talent into the project as well as an increase in monthly the ongoing project budget as is applicable for added resource capacity on the project.

Approval and Management of Client New Hires. The client acknowledges that any new hires or reassigned team members introduced by the client after the commencement of the Statement of Work or Order Schedule, specifically those related to development or

engineering talent intended to assist Anant, must be approved by the Anant executive stakeholder. Anant reserves the right to evaluate and vet these resources to ensure they meet the necessary qualifications and standards. If a resource is deemed unqualified or is not performing adequately, Anant may request a replacement. These new hires or reassigned team members will be supervised by the Anant PMO. Additional charges for training, onboarding, and management of these new hires or reassigned team members will apply.

2. TERM AND TERMINATION.

The term of this Agreement shall commence on the Effective Date and shall expire when terminated as described herein. Anant may terminate this Agreement at any time with reasonable notice to Client. Likewise, Client may terminate this Agreement at any time with at least two weeks' notice to Anant. Client will remain responsible for paying for all work performed up to, and including, the date of termination.

3. COMPENSATION.

Service Fees. In consideration of Anant's performance of the Services in accordance with this Agreement, Client shall pay a service fee (the "Fee") determined in accordance with and payable as provided in the applicable Statement of Work or Order Schedule. Such compensation constitutes the fees and charges for the performance of the Services and will not be decreased unless the parties agree thereto in writing. Services will not commence or continue until the payment for the respective month is received. Anant is not responsible for any delays or disruptions in services due to late or missed payments.

Reimbursement of Expenses. In addition to the Service Fees, Client shall reimburse Anant for reasonable and necessary direct expenses, which have been approved and pre-authorized in writing by the Client

Invoicing. Anant shall submit invoices to the Client for Services completed and Reimbursables incurred in arrears from the preceding month or as specified in the payment schedule set forth in a Statement of Work or Order Schedule.

Accepted Payments. Anant's preferred method of payment is via ACH transfer. Payments by check, Visa, Mastercard, and American Express are also accepted. Please be advised that a surcharge of 3% will be applied to all payments made by Visa, Mastercard, or American Express.

Late Payments. Payment not received by the due date specified on the invoice may result in work cessation until past due balances are paid. Monthly late charges of 10% will be assessed on unpaid balances after 30 (thirty) days. After 60 (sixty) days, unpaid balances may be submitted to a third party for collections (the “Collection Agency”). Client will be solely responsible for any additional fees assessed by the Collection Agency.

4. SPECIAL PROVISIONS FOR LONG-TERM CLIENTS

Upon establishing a long-term, satisfactory relationship with Anant, clients may choose to proceed with Anant's services on a month-to-month basis without the need to sign a new Statement of Work or Order Schedule. All of the following requirements must be met to be considered for these Special Provisions.

Qualification: Clients in good standing with Anant may qualify for this option after a total expenditure of at least \$1,000,000 (with no late payments), or after an uninterrupted duration of continuous work with Anant for 12 months.

Timeline: The client must designate a budget for the following month no later than the 15th of the preceding month.

Payment: The client agrees to the following payment terms for this arrangement: Payment will be due in full on or before the last day of the preceding month. Late payments may disqualify a client from these Special Provisions.

Delivery: The client acknowledges that Anant will not commence or continue work unless payment is received per these terms. Work will be paused until payment is received. Late payments may disqualify a client from these Special Provisions.

Exclusions: Special Provisions are only applicable to solutions-based or project-based scopes of work. These Special Provisions cannot be applied to contracts for professional services, support subscriptions, or consulting contracts.

5. WARRANTIES.

Anant Warranties. Anant warrants to Client that: (i) Anant has the right to provide Client with Services in accordance with this Agreement; (ii) Anant shall perform the Services and its other work pursuant to this Agreement in a timely, professional and workmanlike manner; (iii)

the Services and its other work pursuant to this Agreement shall conform in all material respects to the specifications, performance standards, and criteria set forth in the SOW; (iv) Anant's performance of the Services and its other work pursuant to this Agreement shall comply with all applicable federal, state and local laws, regulations, ordinances, rules and orders.

Client Warranties. Client warrants to Anant that: (i) Client has the right to provide Anant the data for performance of the Services; and (ii) Client's use of the resulting work from Services shall comply with applicable federal, state and local laws, regulations, ordinances, rules and orders.

No Other Warranties. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE THE SOLE WARRANTIES MADE BY ANANT WITH RESPECT TO THIS AGREEMENT. CLIENT EXPRESSLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS AGREEMENT, INCLUDING ANY WARRANTIES RELATING TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY.

Intellectual Property Warranties. Anant warrants that neither the Services performed pursuant to this Agreement nor any materials produced or supplied to Client under this Agreement will infringe any patent, trademark, copyright or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Likewise, Client warrants that the information provided to Anant will not infringe any patent, trademark, copyright or any proprietary rights of any third party or constitute a misuse or misappropriation of a trade secret. Client agrees to indemnify Anant for its breach of the warranties in this Section. Likewise, Anant agrees to indemnify client for its breach of the warranties in this Section.

Pre-Existing Works. To the extent any pre-existing work of Client or the work of any third party (collectively, "Pre-Existing Work") is incorporated in or otherwise required for the proper performance of any Services, Client hereby grants to Anant a perpetual, worldwide, fully paid-up, nonexclusive license to use, copy, maintain, modify, enhance and create derivative works of such Pre-Existing Work (including source code, programmer interfaces, available documentation, manuals and other materials necessary for the use thereof).

Anant Work Product. Anant Corporation retains all rights in pre-existing and independently developed work product and "generic" work created for Client. Upon receipt of client

payment, Anant will hereby grant to Client an exclusive license to use and maintain deliverables for Client's independent use. Client shall neither distribute, sublicense, nor sell the deliverables or work product created for Client by Anant.

7. NO SOLICITATION OF EMPLOYEES AND PERSONNEL.

Non-Hire. During the term of this Agreement and for a period of one (1) year after termination or expiration, neither Party shall, without the written consent of the other Party, directly or indirectly solicit for hire or acquire services nor knowingly allow any of its employees, agents, officers, direct 1099 contractors, direct vendors, or representatives to solicit for hire or acquire services from, any employee(s), contractor(s), direct vendor(s) of the other Party who are associated with or involved in the performance of this Agreement.

8. OTHER INDEMNIFICATION.

Client agrees to indemnify, defend and hold harmless Anant, from any and all claims, losses, damage or expenses (including reasonable attorney's fees) arising from any of the following: (a) the death or bodily injury caused by the tortious conduct of the Client; (b) the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the Client; (c) intellectual property claims resulting from Client's data provided to Anant.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ANANT BE LIABLE TO CLIENT, FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. MISCELLANEOUS.

Section Headings. All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

Statements of Work and Order Schedules. All Statements of Work, Order Schedules, and other documents expressly referenced in this Agreement shall be deemed incorporated and made a part of this Agreement. In the event of any inconsistencies between this Agreement and the provisions of any Statement of Work or Order Schedule, the provisions of the Statement of Work or Order Schedule shall control. Terms used in a Statement of Work or Order Schedule, and also used in this Agreement, shall have the same meaning in the Statement of Work or Order Schedule as in this Agreement.

Applicable Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, without regard to or application of any conflict of law principles. Each party hereby submits to the exclusive jurisdiction of courts located in the District of Columbia.

Modification. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Anant and the Client by their respective authorized officers.

Exclusive Agreement. This Agreement supersedes all prior understandings, representations, negotiations and correspondence between the parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.

Sever-ability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforce-ability of the remaining provisions shall in no way be affected or impaired.

Waiver. The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

Survival. The provisions of this Agreement, which by their nature extend beyond the expiration or earlier termination of the Agreement will survive and remain in effect until all obligations are satisfied.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

Anant Corporation

Name: Rahul Singh

Title: Chief Executive Officer

[Document.CreatedDate]



[Company.Name]

Name:

Title:
