

1. Master Services Agreement

1.1 Services

This Master Services Agreement (“**MSA**”) dated [insert date] (“**Effective Date**”) sets out the terms and conditions under which Chimera Datalabs Ltd (“**Chimera**”) with registered office at Suite 1, 2nd Floor Everdene House, Deansleigh Road Bournemouth BH7 7DU will provide the services (“**Services**”) and deliverables (“**Deliverables**”) to [insert client name] (“**Client**”) with registered office at [insert client address], as specified in separately signed Statements of Work (“**SOW(s)**”) (collectively the “**Agreement**”) in which the terms and conditions set out in this MSA will be incorporated. Chimera and Client are jointly referred to as “**Parties**” and, solely, as “**Party**”.

1.2 Warranties

Chimera warrants that its Services will be performed with reasonable skill and care, in accordance with the Agreement, and that the Deliverables will comply with their applicable specifications. Chimera will re-perform any work not in compliance with this warranty brought to its attention within 90 days after that work has been performed. To the extent permitted by law, all other warranties, terms, conditions and representations, express or implied, are excluded.

1.3 Acceptance

Client shall have the right to reject Deliverables by providing written notice within 10 business days after delivery identifying how the Deliverables fail to comply with their applicable specifications. If no such written rejection has been given, the Deliverable will be considered accepted.

1.4 Payment and taxes

Unless a different invoicing or payment structure has been agreed in the SOW, Chimera will, at the beginning of each month, invoice Client for the fees for that month (including a reasonable breakdown of detail), plus any applicable expenses and taxes; any necessary adjustments to the actual fees or billable expenses (which will be billed at actuals) incurred will be made in the next month’s invoice. Client shall make payment in full, without set off or deduction, within 30 days of date of invoice. All Chimera fees and charges are exclusive of all taxes, including sales, use, value added, withholding, consumption and other similar taxes or duties. Each Party will be responsible for its own income, employment, and property taxes. Client will reimburse Chimera for any deficiency relating to taxes that are Client’s responsibility under the Agreement. The Parties agree to cooperate with each other to help enable each Party to minimise any potential liability to the extent legally permissible and will provide to the other any tax exemptions or certifications reasonably requested.

1.5 Intellectual property

Each Party (or its licensors as applicable) shall retain ownership of its intellectual property rights, including patents, copyright, know-how, trade secrets and other proprietary rights (“IP”) which were existing prior to each SOW, as well as IP developed, licensed or acquired by or on behalf of a Party or its licensors independently from the Services or the Deliverables, in each case including any modifications or derivatives to IP (collectively “Pre-Existing IP”). Client grants to Chimera (and its subcontractors), during the term of each SOW, a nonexclusive, fully paid, worldwide, non-transferable licence to use Client’s Pre-Existing IP (and shall obtain the same licence/consent as required from any third-party), solely for the purpose of providing the Services and Deliverables. Client confirms it has the necessary rights for Chimera to use any IP or data provided by Client in connection with the Services and Deliverables. Except for Pre-Existing IP and third-party materials in the Deliverables, all IP in the Deliverables is assigned to the Client. Client grants Chimera a non-exclusive, fully paid, sublicenseable, worldwide licence to use the Deliverables (and no Client Confidential Information may be shared or exposed to others) for the purpose of providing the Services and developing the Deliverables.

Chimera grants to Client, subject to any restrictions applicable to any third-party materials embodied in the Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and licence to use Chimera Pre-Existing IP embedded in Deliverables for purposes of Client’s use, receipt and enjoyment of the Services and Deliverables only, and not on a stand-alone basis.

Chimera is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, provided they do not contain Client Confidential Information. Certain Chimera assets (e.g. software, or platforms etc.), third-party intellectual property and open-source software, may require additional terms, which will be addressed in the SOW where applicable.

1.6 Indemnities

Chimera will defend and indemnify the Client, including its parents and affiliates, and their directors, employees, agents and representatives, against any third-party claims, including fines and penalties (and including interest and court costs), that Chimera IP used in the Services or embedded in a Deliverable, (a) infringes a third-party’s copyright, trademark, or patent, or (b) misappropriates a third-party’s trade secrets. If any Chimera IP used in the Services or embedded in the Deliverable is, or is likely to be held to be, infringing, Chimera will at its expense and option either: (i) procure the right for Client to continue using it, (ii) replace or modify it to make it non-infringing, or (iii) refund to Client the fees paid for it in exchange for a return. Client shall promptly notify Chimera in writing of the third-party claim, provide Chimera with sole defence of the claim and provide Chimera with reasonable cooperation in its defence and settlement of the claim.

Chimera will have no liability for any alleged infringement caused by the Client’s modifications or use of the IP or Deliverable in breach of this Agreement, the unauthorised

combination of the IP or Deliverable with third party products or services, the failure to use corrections or enhancements to the IP or Deliverable provided by Chimera, or any infringement that is caused by Chimera complying with Client's specifications.

1.7 Liability

Except for Chimera's IP indemnification set out in Section 1.6 and for breach of the obligations relating to Confidential Information (other than a breach in respect of Personal Data which shall be subject to clause 7.2), the liability of either Party to the other in relation to any and all claims in any manner related to a SOW (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to Chimera under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of each Party will be limited in the aggregate to the fees paid or payable under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first claim.

The sole liability of Chimera to the Client in relation to any and all claims relating to Personal Data in any manner under a SOW (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) will be for direct damages, not to exceed in the aggregate an amount equal to the total fees paid or payable to Chimera under the applicable SOW (or if the term of the SOW is 12 months or longer, the liability of

Chimera will be limited in the aggregate to the fees paid or payable under the applicable SOW during the 12 month period immediately preceding the event giving rise to the first claim. This Clause 7.2 shall operate as a separate cap from the cap set out in Clause 7.1. This shall mean that any liability of Chimera (i) to which the cap set out in this Clause 7.2 applies shall not count towards the cap set out in Clause 7.1; or (ii) to which the cap set out in Clause 7.1 applies shall not count towards the cap set out in this Clause 7.2.

In no event will either Party be liable (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any: (i) consequential, indirect, incidental, special or punitive damages, or (ii) loss of profits, revenue, business, opportunity or anticipated savings (whether direct or indirect). Nothing in the Agreement excludes or limits either Party's liability to the other for: (i) fraud, (ii) death or bodily injury caused by negligence, and (iii) any other liability which cannot lawfully be excluded or limited.

1.8 Compliance with Laws

Each Party will comply with all laws and regulations applicable to their respective businesses including U.S. export control and sanction laws. Prior to providing Chimera any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers.

1.9 Personal Data

Any Client data that identifies or directly relates to natural persons as may be further defined in applicable data privacy law ("**Personal Data**") shall remain at all times the property of

Client. Except as expressly specified in the applicable SOW, the Parties acknowledge and agree that Chimera will not process Client Personal Data as part of the Services, and both Parties will use commercially reasonable efforts to monitor and restrict such access. However, if Chimera notifies Client that it has received Client Personal Data (excluding business contact information such as name, telephone, address and email) from Client that is not required to perform the Services, Chimera will notify Client, return, or destroy such Client Personal Data (as instructed by Client), and Client shall take steps to promptly rectify the situation to prevent recurrence. If it is agreed in a SOW that Chimera is to process Client Personal Data in connection with the Services, the general responsibilities of the Parties (with respect to the nature and purpose of such access, security controls and protocols, international transfer of data etc.) are set out in Data Processing and Security Addendum and the applicable SOW shall apply for processing of Client Personal Data. With respect to Client Personal Data that is provided to and processed by Chimera under an applicable SOW, Client shall be and remain the Data Controller and Chimera the Data Processor.

1.10 Confidentiality

Each Party may have access to information (in any form) that relates to the other Party and its activities which is identified by the disclosing Party as confidential or reasonably understood to be confidential (“**Confidential Information**”). The receiving Party agrees that Confidential Information may only be used for the purposes set out in the Agreement and that it will protect Confidential Information in the same manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Confidential Information may only be disclosed to an employee, subcontractor or (with the consent of the other Party) to a third-party if required for the purpose of the Agreement and provided such parties are bound by substantially similar obligations of confidentiality. Nothing in the Agreement will prohibit or limit either Party’s use of information (i) previously known to it without an obligation not to disclose such information, (ii) independently developed by or for it without use of Confidential Information, (iii) acquired by it from a third-party which was not, to the receiver’s knowledge, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Agreement.

1.11 Termination

Client may, upon giving 30 days written notice, terminate a SOW for convenience or material breach unless Chimera cures such breach within the 30 day period. Chimera may, upon giving 30 days written notice, terminate a SOW for non-payment of undisputed fees, unless client pays such undisputed fees within the 30 day period. If a SOW is terminated, Client will pay Chimera for all Services and Deliverables rendered, including a pro-rated portion for Deliverables in progress and expenses incurred prior to the date of termination.

1.12 Audit

Client is entitled to conduct an audit, at its expense, for the purpose of determining whether Chimera is in compliance with its obligations under the Agreement, in accordance with a

mutually agreed process designed to avoid disruption of the Services and protect the confidential information of Chimera and its other clients. Any access to Chimera's premises, personnel, data, records, controls, processes, and procedures relating to the Services will be subject to Chimera's reasonable access and security requirements. If material breaches of the Agreement are identified by an audit, Chimera shall take prompt action to mitigate any such breach and will bear the expense of the relevant audit.

1.13 Assignment and non-solicitation

Neither Party may assign the Agreement (other than, upon written notice, to a Party's subsidiary or affiliate under common control) without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. The Agreement shall be binding on each Party's permitted assignees. Each Party is an independent contractor and does not have any authority to bind or commit the other. Nothing in the Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose. Neither Party will solicit any of the other Party's or its affiliates employees during their engagement in the Services; however, this restriction will not apply to employees who are not engaged in the Services or who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

1.14 Miscellaneous

The Agreement sets out the entire understanding between the Parties and supersedes, without limitation, all prior discussions, communications, representations and arrangements between them with respect to its subject matter. In the event of conflict, the terms of any SOW shall prevail over this MSA. Each Party acknowledges that it has not relied on or been induced to enter into this MSA by a representation that is not set out in this Agreement. If a court of competent jurisdiction finds any term of the Agreement to be invalid, such term will not affect the other terms of the Agreement. No waiver or modification of any provision of the Agreement or SOW will be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under the Agreement is not a waiver of that Party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. Any notice or other communication provided under the Agreement will be in writing, addressed to such Party at the address set out in the Agreement, or upon electronic delivery by confirmed means. Chimera may request, and Client will provide reasonable written or verbal verification of the engagement and general nature of the services to Chimera clients. Client's Confidential Information and prices for the Services shall never be disclosed in such referrals without the permission of Client. There are no third-party beneficiaries to the Agreement. Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's reasonable control (including a force majeure event). Chimera will not be liable for failure or delay caused by non-performance of (or delay in the performance of) the Client's obligations under this Agreement. The Parties will use reasonable endeavours to mitigate the impact of any such

delays or failures. The Parties will act in good faith, including during governance meetings, to resolve and address the impact of any such issues.

1.15 Applicable law and Disputes

The Agreement shall be governed by and construed in accordance with the laws of England. The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. Each Party irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any litigation.

AGREED TO BY:

Client: _____

AGREED TO BY:

CHIMERA (UK) LIMITED

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

2. Schedule 1 - Change Control Procedure

2.1 Change process

Each Party may propose a change to the scope of Services, timelines, project plan, charges for the Services, additional resources and the like of this Agreement and such change shall only be effective when it is set forth in a writing executed by authorized representatives of both Parties (**“Contract Change”**). Neither Party will be entitled to or obligated by such a change until a Change Order has been executed.

2.1.1 Change Request

To request a Contract Change, Chimera or Client, as applicable, will deliver a written request (the **“Change Request”**) to the Chimera Delivery Manager or the Client Account Manager, as the case may be, specifying in reasonable detail to the extent known: (i) the proposed Contract Change; (ii) the objective or purpose of such Contract Change; (iii) the particular SOW provisions that are affected by the Contract Change; and (iv) the requested prioritization and schedule for such Contract Change. The Parties must cooperate with each other in good faith in discussing the scope and nature of the Change Request. For clarity, changes to the terms and conditions in the body of the MSA will be subject to a formal amendment to the MSA (and not treated or addressed as a Change Request).

2.1.2 Change Response

If either Party wishes to proceed with the proposed Contract Change, as soon as practicable and to the extent applicable, Chimera will prepare and deliver to the Client Account Manager a written Change Order describing any changes in methodology, procedures, prioritization, products, services, assignment of personnel, deliverables and due dates, and other resources that Chimera believes would be required to affect the Contract Change. In addition, such Change Order will include, as appropriate or applicable: (i) an estimation of any additional Charges or change in the Charges that may be required; (ii) the categories of costs, if any, that may be avoided as a result of such Contract Change; (iii) a description of how the proposed Contract Change would be implemented; (iv) a description of the effect, if any, such Contract Change would have on the obligations of the Parties under the SOW; and (v) such other information as may be relevant to the proposed Contract Change. The Chimera Delivery Manager and the Client Account Manager will meet to determine whether they desire for Chimera to proceed with the implementation of the proposed Contract Change in accordance with the Change Order.

2.2 Approval

Upon agreement of the Parties, the Change Order as finally agreed to by the Parties will amend this SOW. Neither Party is obliged nor may it vary its obligations under this SOW unless and until a Change Response is approved by the Parties. No Change Order shall be implemented unless and until signed by authorized representatives of both Parties. Chimera shall be entitled to charge Client for any material costs relating to the preparation, investigation and implementation of Change Orders instigated by Client.