MASTER SERVICE AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") is made and entered into as of [Insert Effective Date], by and between

AGING ANALYTICS LTD, a private limited company duly organised and existing under the laws of England and Wales, with a company number 11803826, and with its principal place of business at 85 Great Portland Street First Floor London England W1W 7LT ("**Company**", "**Service Provider**" or "**Party 1**"), which is acting on behalf of Deep Knowledge Group ("**DKG**")

AND

[Company Name], a [Company Legal Structure, e.g Limited Liability Company] organised and existing under the laws of [Company Jurisdiction], with its principal place of business located at [Company Address] ("**Client**" or "**Party 2**").

WITNESSETH:

WHEREAS, the Service Provider is engaged in the business of providing information technology services, including but not limited to the development of software, dashboards, websites, platforms, solutions, and related services; and

WHEREAS, the Client desires to engage the Service Provider to perform certain services as may be more specifically described in one or more Statements of Work (as defined below) that will be issued under and form a part of this Agreement; and

WHEREAS, the Service Provider wishes to provide such services to the Client on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be executed by their duly authorised representatives as of the Effective Date.

This Agreement sets forth the general terms and conditions under which the Service Provider will provide Services to the Client. Specific Services to be provided will be described in separate Statements of Work, which will be subject to and governed by the terms of this Agreement.

1.   DEFINITIONS

1.1. As used in this Agreement, the following terms shall have the meanings set forth below:

    1.1.1. "**Services**" the information technology services provided by the Service Provider to the Client, which may include the specific types of software development, IT consulting, cloud services, customizable visualisation tools, interactive benchmarking capabilities, platforms, data analytics services, dashboards, websites, and any other specialised IT services the Service Provider is known to offer.

    1.1.2. "**Statement of Work**" or "**SoW**" means a mutually agreed-upon document that specifies the services to be performed by the Service Provider for the Client.

This may include, among other things, the specific services to be provided, the timeline for delivery of such services, and the payment terms for such services.

1.1.3. "**Change Request**" means any request for work outside the scope of the Statement of Work.

1.1.4. "**Dashboard**" refers to a type of software provided by the Service Provider that enables the visualisation and management of data from various sources, often presented in a graphical interface.

1.1.5. "**Platform**" means the integrated digital infrastructure provided by the Service Provider, which may include functionalities such as real-time analytics, user customization options, and integration capabilities with third-party software, accessible via web or mobile interfaces on electronic devices.

1.1.6. "**Software**" refers to computer programs and other sets of instructions, in object code or source code form, provided by the Service Provider as part of the Services, and which control the operation of computers or similar electronic devices.

1.1.7. "**Database**" means a collection of works, data, or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means, which may include rights as a sui generis database and copyright subject matter.

1.1.8. "**Intellectual Property**" encompasses all types of intellectual and industrial property rights, including all patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, know-how, database rights, and rights in algorithms and machine-learning models, and other intellectual property rights and forms of protection of a similar nature anywhere in the world, whether registered or unregistered.

1.1.9. "**Documentation**" refers to the standard manuals, guides, and technical documents provided by the Service Provider, which detail the use, features, and functionalities of the Services, Platforms, Software, and Databases.

1.1.10. "**Client Data**" means all data, information, and material provided, uploaded, or submitted by the Client in the course of using the Services.

1.1.11. "**Party**" and "**Parties**" refer to the Service Provider and the Client individually or collectively, respectively.

1.1.12. "**Preliminary Works**" means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by the Service Provider and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Deliverable.

1.1.13. "**Deliverables**" means the services and work product specified in the Statement of Work to be delivered by Service Provider to Client, in the form and media specified in the Proposal.

1.1.14. "**Final Deliverables**" means the final versions of Deliverables provided by the Service Provider and accepted by the Client.

2.   SCOPE OF SERVICES

2.1. The Service Provider shall provide the information technology services as described in the Statements of Work to the Client. The specific details of the Services, including but not limited to the nature of the Services, deliverables, milestones, and any special conditions or requirements, shall be as set forth in each Statement of Work issued pursuant to this Agreement. The Service Provider shall have the discretion to determine the most effective and efficient means of providing the Services described in the SoW. The Service Provider reserves the right to modify the approach and methodology as necessary.

2.2. Each Statement of Work shall be mutually agreed upon in writing by both parties and, upon execution, shall become a part of this Agreement. Each Statement of Work shall include, at a minimum, a description of the Services, the timeline for performance, any deliverables to be provided under the Services, and the payment terms specific to the Services.

2.3. The Service Provider will provide its Deliverables to the Client in professional design formats. The Client understands that it may need particular software and expertise to utilise the deliverables. If the Client would like its deliverables in a specific file format, the Client must request to have the format included in the Statement of Work.

3.   RESPONSIBILITIES OF PARTIES

3.1. The Client shall provide the Service Provider with all necessary data, information, and assistance required for the Service Provider to perform the Services effectively. This includes, but is not limited to, any specific data points, operational requirements, and access to relevant systems for the development of dashboards, websites, or similar products.

3.2. The Service Provider will use commercially reasonable efforts to perform the Services within the schedule outlined in the SoW. The Service Provider's delivery time frame depends upon the Client's prompt response to any questions or requests for Client materials.

3.3. The Service Provider may hire third party designers or service providers ("**Agents**") as independent contractors. The Service Provider is responsible for Agents' compliance with this Agreement.

3.4. The Client agrees to cooperate fully with the Service Provider and to provide timely responses to the Service Provider's requests for feedback, approvals, and decisions to facilitate the effective delivery of the Services.

3.5. In instances where the Client provides data for the Services, the Client shall grant or ensure that the Service Provider is granted the necessary licences to use such data as part of the Service provision.

3.6. Client must promptly: (a) coordinate any decision-making activities with 3rd parties; (b) provide Client Data in a form suitable for reproduction or incorporation into the Deliverables; and (c) proofread deliverables.

3.7. Unless otherwise agreed in a SoW or this Agreement, all intellectual property rights in the Services provided by the Service Provider are retained by the Service Provider. These rights will be governed by the provisions set forth in this Agreement.

3.8. If a request is made for enhancements or additional services, the Service Provider will notify the Client that it is considered a Change Request. In case of a Change Request, the Parties will negotiate the aspects of such request and if mutually agreed upon, the Service Provider will provide a price estimate. Any requests for changes to the scope of the Services by the Client shall be considered on a case-by-case basis and may result in adjustments to the fees and timelines. Upon mutual agreement, the Service Provider will incorporate the work into the schedule. The Client understands that the schedule may be affected depending on the size or volume of Change Requests. All changes must be agreed upon in writing and executed by both parties, and shall be subject to the terms and conditions of this Agreement. Change Requests prices will be added to the invoice following the approval by the Client.

3.9. The Service Provider shall use commercially reasonable efforts to test Deliverables before providing them to the Client. Upon receipt of the Deliverables, the Client shall have 5 business days to review them against the SoW specifications. If the Deliverables are non-conforming, the Client must notify the Service Provider in writing within this period, detailing the specific issues. Failure to provide such notification will result in the Deliverables being deemed accepted. Concurrent with the Final Deliverable(s), the Service Provider will issue an Acceptance Certificate. If the Client finds the Final Deliverable(s) and services conforming to the SoW, the Client is obligated to sign and return the Acceptance Certificate within the same 5 business day period. Absence of the Client's written non-acceptance or failure to return the signed Acceptance Certificate within this timeframe will be taken as formal acceptance of the services.

3.10. The Client understands that any work beyond the initial agreed scope will be provided at costs to be agreed upon in the respective Statement of Work. The Client agrees to pay the fees for these services, adhering to the payment terms specified therein.

3.11. If the Client requires deliverables in a specific file format or requests enhancements beyond this offering, such requests must be included in the SoW and may be subject to extra fees.

4. PAYMENT TERMS AND CONDITIONS

4.1. The Client agrees to pay the Service Provider the fees as set forth in each Statement of Work for the performance of the Services.

4.2. Payment for Services shall be due in advance of each phase of work, as detailed in the SoW. Each invoice shall be due and payable within 3 days from the date of receipt by the Client. Late payments shall accrue interest at a rate of 15% per month or the maximum rate permitted by law, whichever is higher.

4.3. The Client shall reimburse the Service Provider for all reasonable expenses incurred in connection with the Services, without requiring prior approval. Such expenses will be itemised and included in the Service Provider's invoices.

4.4. All fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT). The Client shall be responsible for payment of all such charges, excluding taxes based upon the Service Provider's net income.

5. TERM AND TERMINATION

5.1. This Agreement shall commence on the Effective Date and shall continue for one year until terminated as provided herein.

5.2. Party 1 may terminate this Agreement at any time upon 15 days' written notice to the Party 2.

5.3. Either party may terminate this Agreement immediately upon written notice if the other party (a) breaches any material term or condition of this Agreement and fails to cure such breach within 3 days after receipt of written notice of the same, (b) becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

5.4. Upon termination of this Agreement for any reason, the Client shall pay the Service Provider for all Services rendered up to the date of termination, together with all outstanding expenses and charges.

6. DATA COLLECTION AND SHARING

6.1. The Service Provider shall collect data necessary for the performance of the Services in accordance with the specifications set forth in the applicable Statement of Work. Such data collection shall be conducted in a manner that complies with all applicable laws and regulations regarding data protection and privacy.

6.2. The Service Provider agrees to use the collected data solely for the purpose of performing the Services and as otherwise permitted under this Agreement. The Service Provider shall not use, disclose, or distribute such data for any other purpose without the prior written consent of the Client.

6.3. Both parties acknowledge that in the course of performance of this Agreement, they may receive or have access to confidential or proprietary information of the other party. Each party agrees to maintain the confidentiality of such information and to use it only for the purposes for which it was disclosed.

6.4. The Service Provider shall implement and maintain reasonable security measures to protect data collected and/or received under this Agreement from unauthorised access, disclosure, alteration, or destruction.

6.5. In the event that the Service Provider is required to share the collected data with third parties for the purpose of performing the Services, such sharing shall be done in compliance with all applicable data protection laws and only to the extent necessary for the provision of the Services.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Each party retains all right, title, and interest in and to its own pre-existing intellectual property, materials, or information.

7.2. All intellectual property rights developed or created by the Service Provider in the course of providing the Services, software, code, documentation, inventions, innovations, enhancements, and improvements, shall remain the sole and exclusive property of the Service Provider. No ownership rights of such intellectual property are transferred or assigned to the Client under this Agreement.

7.3. The Service Provider hereby grants to the Client a non-exclusive, non-transferable, worldwide, royalty-free licence to use the Intellectual Property solely for the Client's internal business purposes. This licence is subject to the terms and conditions of this Agreement and does not include the right to sublicense, sell, distribute, or otherwise transfer the intellectual property to third parties.

7.4. The Client agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software or other intellectual property provided by the Service Provider. The Client further agrees not to use the intellectual property for any purpose other than those explicitly permitted under this Agreement.

7.5. The Client acknowledges that any breach of this Article may cause irreparable harm to the Service Provider, and the Service Provider shall have the right to seek injunctive relief, in addition to any other remedies available under law, to protect its intellectual property rights.

7.6. The Service Provider may display the Deliverables and name of the Client in their portfolios and websites, and in galleries, design periodicals and other exhibits for the purposes of professional recognition.

8. CONFIDENTIALITY

8.1. For the purposes of this Agreement, "Confidential Information" shall include all information, regardless of whether it is in tangible form, disclosed by either party ("**Disclosing Party**") to the other party ("**Receiving Party**"), which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. This includes, but is not limited to, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by the Disclosing Party. However, Confidential Information shall not include any information which:
   8.1.1. is or becomes publicly known through no fault of the Receiving Party;
   8.1.2. was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
   8.1.3. is received from a third party without breach of any obligation owed to the Disclosing Party;
   8.1.4. is independently developed by the Receiving Party.

8.2. The Receiving Party agrees to:
   8.2.1. maintain the confidentiality of the Confidential Information;
   8.2.2. not use the Confidential Information for any purpose outside the scope of this Agreement;
   8.2.3. limit access to the Confidential Information to those employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.3. If the Receiving Party is compelled by law to disclose Confidential Information, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.4. Upon the termination of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of Confidential Information in its possession or control, at the discretion of the Disclosing Party.

8.5. The obligations of confidentiality shall survive the termination or expiration of this Agreement for a period of 5 years.

9. DISPUTE RESOLUTION

9.1. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof (a "**Dispute**"), the parties shall first attempt to resolve the Dispute through good faith negotiations within thirty (30) days.

9.2. Notwithstanding the existence of any dispute and the commencement of any dispute resolution proceedings, each Party shall continue to perform its obligations under this Agreement as far as possible as if no dispute had arisen pending final settlement of any such matter.

10. GOVERNING LAW

10.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law principles.

10.2. Any legal suit, action, or proceeding arising out of, or related to, this Agreement shall be instituted exclusively in the courts of London, England. The parties irrevocably submit to the exclusive jurisdiction of these courts.

11. LIABILITY AND INDEMNIFICATION

11.1. The Service Provider shall not be liable for any claims, damages, or losses arising out of or in connection with this Agreement, except to the extent caused by the Service Provider's gross negligence or willful misconduct. The total liability of the Service Provider to the Client for all damages, losses, and causes of action, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed the total fees paid by the Client to the Service Provider under this Agreement in the twelve (12) months preceding the claim. Furthermore, the Service Provider shall not, under any circumstances, be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, goodwill, or other intangible losses, even if it has been advised of the possibility of such damages. The Services are provided "AS IS" and "AS AVAILABLE", without any representations, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no event shall the Service Provider be liable for any content, data, or information provided or used by the Client or for any decisions made based on such content, data, or information.

11.2. Except for the express representations and warranties stated in this MSA, the Service Provider makes no warranties whatsoever. Service Provider explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

11.3. The Client shall indemnify, defend, and hold harmless the Service Provider, its affiliates, officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or in any way connected with the Client's use of the Services, including but not limited to any claims related to (i) the Client's breach of this Agreement; (ii) the Client's violation of any rights of another party, including intellectual property rights; (iii) any harm or loss caused by the Client's use or misuse of the Services; (iv) any claim that the Client's content or data infringes or misappropriate the intellectual property rights of a third party. The Service Provider shall promptly notify the Client of any such claim and shall cooperate with the

Client, at the Client's expense, in defending any such claim, action, or proceeding. The Client shall not settle any claim without the Service Provider's prior written consent, which shall not be unreasonably withheld or delayed.

12.   NO SOLICITATION

12.1. During the term of this Agreement, and for a period of 12 months after its expiration, Client shall not Solicit any of Service Provider's employees or Agents (collectively, "Service Provider Employee"). "Solicit" is defined to include: solicit, recruit, engage, or otherwise employ or retain, on a full-time, part-time, consulting, work-for-hire, or any other basis.

12.2. In the event of such Solicitation, Client shall pay Service Provider an agency commission of 25% of the Service Provider Employee's starting salary with Client, or if hired as a contractor, 25% of the total contract fees paid to Service Provider Employee during the first year following the Solicitation.

13.   MISCELLANEOUS

13.1. This Agreement constitutes the entire agreement between the Service Provider and the Client with respect to the subject matter hereof. It supersedes all prior negotiations, agreements, and understandings, both written and oral, between the parties. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

13.2. This Agreement may be amended only by a written document duly executed by both parties. The Service Provider reserves the right to amend the terms of this Agreement at any time, subject to providing the Client with reasonable notice of such amendments.

13.3. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the illegal, invalid, or unenforceable provision shall be amended by the Service Provider to achieve as nearly as possible the same effect as the original provision.

13.4. Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, or email.

> If to Service Provider at:
> Company Address: 85 Great Portland Street First Floor London England W1W 7LT
> Contact Person:
> Email:
>
> If to Client at:
> Company Address: _____
> Contact Person: _____
> Email: _____

13.5. The Service Provider shall not be liable or responsible to the Client, nor be deemed to

have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or any other event beyond the Service Provider's reasonable control.

13.6. This Agreement is for the sole benefit of the Service Provider and the Client and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.7. This Agreement may be executed and delivered by electronic means and the Parties agree that such electronic execution and delivery shall be in every way as effective as the delivery of a manually executed copy of this Agreement. Electronic signatures provided by the Parties shall be deemed to be original, binding, and with full legal validity. The exchange of copies of this Agreement and of signature pages by electronic transmission (such as scanned and sent via email) shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

13.8. This Agreement is drafted in the English language. Any translations into other languages are for convenience only. In the event of any inconsistency or ambiguity between the English version and any translated version, the English version shall prevail.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the Effective Date. A duly authorised representative of each Party has read and understood this Agreement and hereby agrees to all its terms and conditions. Each person signing this Agreement warrants that he or she is duly authorised to do so and to bind the respective Party.

[Client Name]	**AGING ANALYTICS LTD**
By: _____ **(Signature)** Name: Title: Date:	**By: _____** **(Signature)** Name: Title: Date:

ANNEX - I

STATEMENT OF WORK

Item	Details
SOW Number	[SOW-XXXX]
Effective Date	[Insert Date]
Project Title	Longevity Investment Big Data Analytics Dashboard
Service Provider	**AGING ANALYTICS LTD**
Client	[Client's Company Name]

This Statement of Work (the "**SoW**"), along with the terms above, makes up the Master Service Agreement (the "**Agreement**" or "**MSA**"). The Agreement is being entered into by [Client's Company Name] ("**Client**" or "**You**") and **AGING ANALYTICS LTD** ("**Service Provider**" or "**We**"). This SoW describes in detail the responsibilities of each of the parties in completing this project.

Offer Availability. The terms and prices offered in the Agreement will be available to you for 10 business days. Schedule is subject to change until the Agreement is fully executed.

GOALS

Service Provider will provide Longevity Investment Big Data Analytics Dashboard, **as specifically agreed upon between the Service Provider and the Client. The Parties commit to confirming all material details, including the full scope of work for the** Longevity Investment Big Data Analytics Dashboard**, through electronic communications. These details will be documented comprehensively and appended as an annex to this Statement of Work to ensure clear agreement on the project's specifications and objectives.**

Deliverables.

A ready-to-use Longevity Investment Big Data Analytics Dashboard tailored to the Client's needs.

Timeline.

Project Start Date: [Insert Date]

Completion Date: [Insert expected project completion date.]

Provided the signed contracts and deposit are received, along with complete content for the project, We are prepared to begin work on [x]. We estimate a 30 days timespan for the completion of the agreed scope. Any additional change requests will be billed at our rate of [x] GBP/h.

Price & Payment Schedule.

Project quote: £25,000.00 - £150,000.00

Hourly rate: <mark>[x] GBP</mark>**/h.**

This is the hourly rate for the foreseen work needed to complete the scope outlined in this proposal. Expenses such as font & other asset licences would be billed separately each month, with prior approval by You. Client shall use all reasonable efforts to provide needed information, materials and approvals.

Payment Schedule.
Project fee is <mark>£25,000.00 - £150,000.00</mark>.

(Please provide the payment and invoicing schedule here)

Primary Contacts.
Each party will have 2 primary points of contact for this work. They are:
<mark>[List the primary contact persons for both the Service Provider and the Client for project communication.]</mark>

Procedure for Changes. Subject to detailed terms in the MSA, requests for changes must be submitted in writing. The Service Provider will evaluate the impact on scope, cost, and timeline and provide a revised proposal for approval.

This SOW is agreed upon and accepted by the undersigned authorised representatives of the Service Provider and the Client.

Client	Service Provider
	AGING ANALYTICS LTD
By: _____ **(Signature)**	**By: _____** **(Signature)**
Name: Title:	Name: Title: