

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ

Master Service Agreement

Version 1.0

Last Updated: 11 November, 2025

Table of Contents

1 PARTIES AND AGREEMENT STRUCTURE4

1.1 PARTIES.....4

1.2 AGREEMENT COMPONENTS.....4

1.3 EXECUTION AND ACCEPTANCE4

2 AGREEMENT COMPONENTS AND ORDER OF PRECEDENCE.....5

2.1 SCOPE OF PURPOSE.....5

2.2 GOVERNING DOCUMENTS AND PRECEDENCE5

2.3 EFFECTIVE DATE.....5

2.4 BINDING EFFECT.....5

3 SERVICES, CLIENT OBLIGATIONS, AND LIMITATIONS.....5

3.1 GENERAL SCOPE AND DELIVERABLES.....5

3.2 REGULATORY AND ETHICAL COMPLIANCE5

3.3 IMPLEMENTATION AND CHANGE CONTROL.....5

3.4 CLIENT COOPERATION AND RESPONSIBILITIES6

3.5 SERVICE AND LIABILITY LIMITATIONS.....6

4 FINANCIAL TERMS AND PAYMENT7

4.1 FEES, INVOICING, AND SOURCE DOCUMENT7

4.2 PAYMENT DUE DATES AND SCHEDULE.....7

4.3 TAXES, VAT, AND COMPLIANCE.....7

4.4 LATE PAYMENT, SUSPENSION, AND REMEDIES8

4.5 NON-REFUNDABLE POLICY8

5 INTELLECTUAL PROPERTY RIGHTS9

5.1 OWNERSHIP OF PRE-EXISTING AND CORE IP9

5.2 OWNERSHIP OF CLIENT DATA AND DELIVERABLES.....9

5.3 LIMITED LICENSE GRANT TO CLIENT.....10

5.4 LICENSE RESTRICTIONS.....10

5.5 THIRD-PARTY COMPONENTS10

5.6 SURVIVAL OF OBLIGATIONS10

6 WARRANTIES, DISCLAIMERS, AND SOLO REMEDY 11

6.1 SERVICE PROVIDER WARRANTIES11

6.2 CLIENT WARRANTIES AND RESPONSIBILITIES.....11

6.3 DISCLAIMER OF OPERATIONAL GUARANTEES12

6.4 DISCLAIMER OF IMPLIED WARRANTIES.....12

6.5 SOLE AND EXCLUSIVE REMEDY FOR SERVICE FAILURE12

7 TERM AND TERMINATION 13

7.1 TERM OF THE AGREEMENT13

7.2 TERMINATION FOR CAUSE.....13

7.3 TERMINATION FOR CONVENIENCE13



7.4 **TERMINATION DUE TO FORCE MAJEURE**14

7.5 **Post-TERMINATION OBLIGATIONS**14

8 **INDEMNIFICATION** 15

8.1 **MUTUAL INDEMNITY**15

8.2 **SERVICE PROVIDER IP INDEMNITY**15

8.3 **CLIENT INDEMNITY**15

9 **CONFIDENTIALITY** 16

9.1 **DEFINITION:**16

9.2 **NON-DISCLOSURE AND USE**16

9.3 **PERMITTED DISCLOSURES**16

9.4 **RETURN OR DESTRUCTION**17

10 **LIMITATION OF LIABILITY** 18

10.1 **CAP ON LIABILITY**18

10.2 **EXCLUSIONS FROM CAP**18

10.3 **EXCLUSION FROM INDIRECT DAMAGES**18

11 **DEFINITIONS** 19

12 **MISCELLANEOUS AND GOVERNING LAW** 21

12.1 **ENTIRE AGREEMENT AND AMENDMENTS**21

12.2 **GOVERNING LAW AND JURISDICTION**21

12.3 **ASSIGNMENT**21

12.4 **NOTICES**22

12.5 **GENERAL PROVISIONS**22

13 **LANGUAGE AND TRANSLATION** 23

13.1 **GOVERNING LANGUAGE**23

13.2 **ARABIC TRANSLATION AND CERTIFICATION**23

13.3 **PRECEDENCE IN CASE OF CONFLICT**23

13.4 **DUAL-LANGUAGE EXECUTION**24

..... 25

1 Parties and Agreement Structure

1.1 Parties

This Master Service Agreement (“Agreement”) is entered into as of the Effective Date by and between:

1. مؤسسة الابتكار المعاصر لتقنية المعلومات (Modern Innovation Establishment for Information Technology, doing business under the trade name “NEXOR”), a Saudi-registered Sole-Proprietorship establishment, Commercial Registration No. 1010964796, Unified National No. 7037622268, with its principal place of business at King Abdullah Financial District, Innovation Boulevard, Building 4.07, Level 7 (the “Service Provider”); and
2. The legal entity identified as the Client on the executed Service Order Form (the “Client”).

1.2 Agreement Components

This Agreement is comprised of the following documents, which collectively form the entire understanding between the Parties:

1. This Master Service Agreement (MSA);
2. The Executed Service Order Form (SOF); and
3. The Master Statement of Work (SOW), Version 1.0 (or subsequent mutually agreed version).

1.3 Execution and Acceptance

By executing a **Service Order Form (SOF)** referencing this MSA, the Client and the Service Provider expressly acknowledge and agree that such execution constitutes acceptance of, and binds both Parties to, all terms and conditions of this MSA, the SOF, and the SOW.

2 Agreement Components and Order of Precedence

2.1 Scope of Purpose

The Service Provider is in the business of delivering AI-driven conversational solutions and services. This Agreement sets forth the general terms and conditions under which the Service Provider will provide such services to the Client in the Kingdom of Saudi Arabia.

2.2 Governing Documents and Precedence

This Agreement is comprised of the following documents, listed in descending order of legal precedence. In the event of an irreconcilable conflict, the document listed higher shall govern and prevail:

1. **The executed Service Order Form (SOF):** Defines the specific commercial terms, including pricing, subscription term, package selection, and the specific Service Level Agreement (SLA) metrics.
2. **This Master Service Agreement (MSA):** Defines the fundamental legal provisions, including Warranties, Liability, Termination rights, Indemnities, and Governing Law.
3. **The Master Statement of Work (SOW):** Defines the universal scope of the Services, project methodology, technical specifications, and general responsibilities.

2.3 Effective Date

This Agreement shall become effective on the date of execution by the last Party to sign the Service Order Form (the “Effective Date”), as specified in that SOF.

2.4 Binding Effect

By executing any Service Order Form (SOF) referencing this Agreement, the Client acknowledges it has read, understood, and unconditionally agrees to be bound by all terms and conditions of this MSA, the SOF, and the SOW.

3 Services, Client Obligations, and Limitations

3.1 General Scope and Deliverables

The Service Provider shall perform the services (the "Services") and develop the deliverables (the "Deliverables") as described and specified in the executed Service Order Form (SOF) and the incorporated Master Statement of Work (SOW). The Services primarily involve the development, deployment, training, maintenance, and support of AI-driven conversational solutions and digital transformation initiatives. The full and definitive scope of work, features, and deployment strategy is set forth exclusively within the SOW and the SOF.

3.2 Regulatory and Ethical Compliance

The Service Provider ensures that all Services and Deliverables comply with applicable legal and regulatory requirements in the Kingdom of Saudi Arabia, including, but not limited to:

1. **AI Governance:** Compliance with the Saudi Authority for Data & Artificial Intelligence (SDAIA) AI Governance Regulations and the Saudi Communications and Information Technology Commission (CITC) AI Compliance Standards.
2. **Shariah Compliance:** The Services and Deliverables shall comply in all material respects with the applicable **Islamic Shariah principles and guidelines**, as warranted in **Section 6.1.4**.
3. **Data Protection:** Adherence to the Saudi Arabian Data Protection & Cybersecurity Laws, including the Personal Data Protection Law (PDPL 2021).

3.3 Implementation and Change Control

1. **Implementation Framework:** The general implementation process, including AI Model Development, System Integration & Testing, and Deployment & Monitoring, shall be conducted in accordance with the methodologies and timelines specified in the applicable SOW.
2. **Change Control:** The Service Provider is not obligated to perform any work outside the agreed scope. Any requests for modifications, scope expansions, or adjustments to project timelines must follow the formal **Change Control Procedure** (as defined in **Section 11**) and be documented and approved in writing by both Parties via a signed **Change Order** (as defined in **Section 11**).

3.4 Client Cooperation and Responsibilities

The Client explicitly agrees and acknowledges that the successful and timely delivery of Services relies heavily on their full cooperation and proactive resource allocation. Accordingly, the Client is responsible for:

1. **Access:** Providing full, uninterrupted, and timely access to relevant business systems, APIs, and required datasets for AI integration.
2. **Data Compliance:** Ensuring that all provided **Client Content and Data** is complete, accurate, and complies with Saudi data protection laws, and does not infringe on third-party intellectual property or privacy rights.
3. **Internal Readiness:** Allocating an internal point of contact for collaboration, testing, and validation of Deliverables, and ensuring staff readiness to utilize the solutions.
4. **Use Compliance:** Adhering to all compliance guidelines related to AI governance, data security, and regulatory requirements in the Kingdom of Saudi Arabia regarding the *use* of the deployed solution.

3.5 Service and Liability Limitations

The Client explicitly agrees and acknowledges that the Service Provider shall not bear responsibility or liability for:

1. **Third-Party Failures:** Downtime, service disruptions, or performance issues attributable to third-party providers, including but not limited to hosting services, cloud infrastructure, CRM systems, and third-party APIs.
2. **Client Delays/Data:** Project delays or additional costs arising from incomplete, delayed, or inaccurate information and data provided by the Client.
3. **Scope Creep:** Any requests for features, modifications, or scope expansions not explicitly documented and approved in the applicable SOW or SOF, unless subsequently agreed upon in writing through a formal Change Order, with clearly specified adjustments to timelines, scope, and pricing.

The Client further acknowledges that the Service Provider's obligations are strictly limited to those expressly outlined in the relevant Governing Documents (MSA, SOF, and SOW), and no implied services or features are guaranteed or provided unless explicitly documented and approved by both parties.

4 Financial Terms and Payment

4.1 Fees, Invoicing, and Source Document

The specific fees, charges, rates, and payment schedule for the Services—including One-Time Setup Fees, Recurring Subscription Fees, and Excess Usage Fees—are exclusively defined in the executed **Service Order Form (SOF)**. The Client's payment obligations are governed by this MSA and the specific terms outlined in the SOF. Unless expressly agreed otherwise in the SOF, all fees are final and non-negotiable.

4.2 Payment Due Dates and Schedule

1. **Payment Due Date:** The Client shall pay all undisputed invoices within **thirty (30) days** from the date of the invoice (Net 30), unless a different due date is explicitly stated in the SOF for specific project milestones or payment terms.
2. **Subscription Fees:** Recurring fees shall be billed to the Client in advance, either monthly or annually, as specified in the SOF, and are due on the first day of the relevant billing cycle.
3. **One-Time Fees:** All One-Time Fees (e.g., Setup or Implementation Fees) are due and payable as specified in the SOF

4.3 Taxes, VAT, and Compliance

1. **Taxes:** All prices and fees stated in the SOF are **exclusive of Value Added Tax (VAT)** and any other applicable governmental taxes or duties. The Client is solely responsible for payment of all such taxes.
2. **VAT Compliance:** The Service Provider will issue VAT-compliant invoices aligned with the requirements of the Zakat, Tax, and Customs Authority (ZATCA), and shall comply with ZATCA Phase 2 e-Invoicing regulations.
3. **Withholding:** If the Client is legally required to withhold any tax from amounts payable to the Service Provider, the payment shall be increased so that the net amount received by the Service Provider equals the amount otherwise due.

4.4 Late Payment, Suspension, and Remedies

1. **Late Charges:** Any undisputed amount not paid by the Client on the due date shall be subject to a late payment charge equivalent to the **maximum permissible rate allowed under the applicable laws of the Kingdom of Saudi Arabia**.
2. **Service Suspension:** If any undisputed invoice remains unpaid for **fifteen (15) days** following the payment due date, the Service Provider reserves the right, upon providing written notice to the Client, to **suspend performance of the Services** until all outstanding amounts are paid in full. Suspension of service does not relieve the Client of its obligation to pay all fees accrued during the period of suspension.
3. **Termination Right:** If payment remains outstanding for more than **sixty (60) calendar days**, the Service Provider may, at its option, terminate this Agreement and all outstanding SOFs immediately and pursue all available legal remedies, with the Client bearing all associated costs.

4.5 Non-Refundable Policy

The Client expressly acknowledges that all fees, including One-Time Setup Fees and Recurring Subscription Fees, are **non-refundable** once the Service Order Form is executed and the relevant service period has commenced. No refunds will be issued for partially completed or delivered work.

5 Intellectual Property Rights

5.1 Ownership of Pre-existing and Core IP

The Service Provider retains **full and exclusive ownership** of all Intellectual Property Rights in and to the following (collectively, “Service Provider IP”):

1. **AI Core Assets:** All proprietary AI tools, models, algorithms, frameworks, machine learning models, and knowledge bases developed, discovered, or owned by the Service Provider prior to or independently of this Agreement.
2. **Pre-existing Materials:** All pre-existing software code, templates, documentation, methodologies, and internal automation logic utilized by the Service Provider to deliver the Services.
3. **Improvements:** Any improvements, modifications, or enhancements developed by the Service Provider to the Service Provider IP, even if developed during the term of this Agreement.

The Client obtains no ownership interest in the Service Provider IP.

5.2 Ownership of Client Data and Deliverables

The Client retains **full and exclusive ownership** of all Intellectual Property Rights in and to the following (collectively, “Client IP”):

1. **Client Content and Data:** All data, information, branding elements, or content provided by the Client for the purpose of training, implementation, or deployment of the AI Agent Solution.
2. **Custom Deliverables:** Any custom website designs, unique UI/UX components, and client-specific output content that are explicitly created and paid for as custom deliverables under the executed SOF.

5.3 Limited License Grant to Client

The Service Provider hereby grants the Client a **limited, non-exclusive, non-transferable, revocable license** to utilize the Service Provider IP (including the deployed AI Agent Solution and its integrated proprietary tools) solely for the Client's **internal business operations and for the specific purpose** defined in the relevant Service Order Form.

5.4 License Restrictions

The Client shall not, and shall not permit any third party to:

1. **Reverse Engineering:** Reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying logic, or structure of the Service Provider IP.
2. **Extraction/External Use:** Isolate, extract, copy, or utilize any proprietary AI components, algorithms, or frameworks outside the scope of the specific deployment agreed upon in the SOF.
3. **Commercial Exploitation:** Resell, sublicense, distribute, or commercially exploit the Service Provider IP or the Services to any third party.
4. **Moral Rights:** To the fullest extent permitted by applicable law, the Client irrevocably waives any and all moral rights it may have in any Deliverables to allow the Service Provider to effectively maintain and update the Solution.

5.5 Third-Party Components

The Services may incorporate third-party software, APIs, or tools subject to separate licensing terms. The Service Provider shall have no liability whatsoever for the performance, reliability, changes, or discontinuation of such third-party components.

5.6 Survival of Obligations

The rights and obligations of the Parties under this Section 5 shall survive the expiration or termination of this Agreement for any reason.

6 Warranties, Disclaimers, and Solo Remedy

6.1 Service Provider Warranties

The Service Provider warrants and represents that:

1. **Professional Skill:** All Services shall be executed with professional skill, due diligence, and care, aligning with generally accepted industry standards.
2. **Non-Infringement:** To the Service Provider's best knowledge and belief, the Service Provider IP utilized to provide the Services does not knowingly infringe upon any third-party Intellectual Property Rights at the time of delivery.
3. **Compliance with KSA Law:** The Services and Deliverables shall comply materially with applicable laws, regulations, and standards in the Kingdom of Saudi Arabia, including, where relevant, the **Personal Data Protection Law (PDPL 2021)** and the **CITC AI Governance Framework**.
4. **Shariah Compliance:** The Deliverables and Services provided under this Agreement shall comply in all material respects with the applicable **Islamic Shariah principles and guidelines** as provided by the Service Provider's recognized Shariah advisory body.

6.2 Client Warranties and Responsibilities

The Client warrants and represents that:

1. **Legal Authority:** It possesses the necessary legal authority and full capacity to enter into and perform its obligations under this Agreement.
2. **Data and Information:** All data, documentation, credentials, and supporting resources provided by the Client are accurate, complete, current, and reliable, and the Client has the necessary rights to share such data with the Service Provider for use in the Services.
3. **Use Compliance:** It shall utilize all Deliverables and Services in full compliance with all applicable laws and regulations of the Kingdom of Saudi Arabia, including, but not limited to, data protection and cybersecurity requirements.

4. **Approvals and Permissions:** It is solely responsible for obtaining and maintaining all necessary regulatory approvals, licenses, permits, or third-party authorizations required for the successful use and implementation of the Services.

6.3 Disclaimer of Operational Guarantees

The Service Provider explicitly disclaims any guarantee that the Services or Deliverables will be entirely error-free, uninterrupted, or perfectly accurate due to the inherent nature of AI technology and reliance on third-party infrastructure. The Service Provider shall not be liable for:

1. Downtime, service disruptions, or performance issues attributable to **third-party providers** (including hosting, cloud, or API systems).
2. Failure to achieve specific business outcomes, revenue growth, profitability, or financial performance resulting from the use of the Services.
3. Operational failures arising from Client-side modifications or third-party platform changes outside the Service Provider's control.

6.4 Disclaimer of Implied Warranties

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 6.1, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.5 Sole and Exclusive Remedy for Service Failure

For any failure by the Service Provider to meet the specific **Service Availability Uptime Guarantee** or **Response and Resolution Targets** (as defined in the executed Service Order Form, Section D), the **sole and exclusive remedy** available to the Client shall be the **Service Credits** calculated and applied in accordance with the formula set forth in the SOF and the provisions of this MSA.

7 Term and Termination

7.1 Term of the Agreement

1. **Initial Term:** This Agreement shall commence on the **Effective Date** (as defined in the SOF) and continue for the **initial term specified in the executed Service Order Form (SOF)**, unless terminated earlier in accordance with this Section 7.
2. **Renewal:** Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of equal duration (each, a “Renewal Term”) as specified in the SOF, unless either Party provides the other with written notice of non-renewal at least **thirty (30) calendar days** prior to the end of the then-current term. The Service Provider shall send the Client a written Renewal Reminder no fewer than sixty (60) calendar days before the end of the current term.

7.2 Termination for Cause

Either Party may terminate this Agreement immediately by written notice if the other Party:

1. **Material Breach:** Materially breaches this Agreement and fails to remedy such breach within **fifteen (15) days** after receiving written notice detailing the breach.
2. **Insolvency:** Becomes insolvent, declares bankruptcy, or enters into liquidation, receivership, or any similar proceeding.
3. **Termination for Non-Payment:** The Service Provider may terminate this Agreement and all outstanding SOFs immediately if payment remains undisputed and outstanding for more than **sixty (60) calendar days**, as set forth in **Section 4.4.3**.

7.3 Termination for Convenience

Either Party may terminate this Agreement for convenience by giving at least **thirty (30) days'** prior written notice to the other Party. The Client acknowledges that, in the event of termination for convenience by the Client, the Client shall remain liable for all fees for the remaining committed term (e.g., the remainder of the subscription term), and the Service Provider's **Non-Refundable Policy (Section 4.5)** shall apply.

7.4 Termination Due to Force Majeure

If a Force Majeure event continues for more than **sixty (60) consecutive calendar days**, either Party may terminate this Agreement by giving ten (10) Business Days' written notice to the other Party. Performance obligations shall be suspended during the Force Majeure event, as governed by the **Miscellaneous Section** of this MSA.

7.5 Post-Termination Obligations

1. **Settlement of Fees:** Upon termination, the Client shall promptly pay all outstanding and accrued amounts for Services completed or committed (per 7.3) up to the date of termination.
2. **Return or Destruction of IP:** Within **ten (10) calendar days** after termination, each Party shall, at the election of the other Party, either (a) promptly return all Confidential Information, data, and proprietary materials of the other Party, or (b) permanently destroy the same and certify such return or destruction in writing.
3. **Transition Assistance:** The Service Provider is under no obligation to provide transition assistance unless (a) the Client requests such support in writing within fifteen (15) days after termination, (b) a separate Transition Services Agreement is executed, and (c) the Client agrees to pay the Service Provider's standard professional service rates for such assistance.
4. **Survival:** All provisions that by their nature are intended to survive the expiration or termination of this Agreement (including, but not limited to, Sections 4 (Payment), 5 (IP), 6 (Warranties), 7 (Termination), 8 (Indemnification), 9 (Liability), and 10 (Confidentiality)) shall remain in full force and effect.

8 Indemnification

8.1 Mutual Indemnity

Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party and its affiliates, officers, directors, and employees (the “Indemnified Party”) from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

1. **Breach of Warranty:** Any breach of its express warranties or representations set forth in Section 6 of this Agreement.
2. **Negligence:** The gross negligence or willful misconduct of the Indemnifying Party.

8.2 Service Provider IP Indemnity

The Service Provider shall indemnify the Client against claims brought by a third party alleging that the **Service Provider IP**, when used in accordance with this Agreement, infringes or misappropriates a third party's intellectual property rights. The Service Provider shall have no obligation to indemnify the Client to the extent the claim arises from:

1. Client's use of the Service Provider IP in combination with any other data, software, or material not provided by the Service Provider.
2. Client's unauthorized modification of the Service Provider IP.
3. Client Data or content provided by the Client.

8.3 Client Indemnity

The Client shall indemnify the Service Provider against claims brought by a third party arising out of or related to:

1. **Client Content/Data:** The Service Provider's use of **Client Content and Data** (as defined in Section 5.2) infringing or violating any third-party intellectual property or privacy rights.
2. **Client Misuse:** Any unauthorized modifications, misuse, or use of the Services outside the scope defined in the SOF.

9 Confidentiality

9.1 Definition:

“Confidential Information” means all non-public business, technical or financial information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), whether disclosed orally, in writing, or by inspection of tangible objects, including, but not limited to:

1. **Service Provider’s Confidential Information:** Trade secrets, proprietary methodologies, AI tools, algorithms, models, financial information, and pricing specific to this Agreement.
2. **Client’s Confidential Information:** Client Data, customer lists, business projections, and non-public financial information.

9.2 Non-Disclosure and Use

The Receiving Party shall (a) hold the Disclosing Party’s Confidential Information in strict confidence, (b) use it solely to perform its obligations under this Agreement, and (c) not disclose it to any third party except as expressly permitted herein.

9.3 Permitted Disclosures

The Receiving Party may disclose Confidential Information only to:

1. Its Affiliates and Representatives (employees, contractors, legal advisors) who have a bona-fide need to know and who are contractually bound to protect it at least as strictly as this Section;
2. The extent required by applicable law, regulation, or a valid court order—provided that the Receiving Party gives the Disclosing Party prompt notice and cooperates in any protective measures;
3. A potential acquirer or investor in bona-fide due diligence—provided the recipient is under comparable confidentiality obligations.

9.4 Return or Destruction

Upon termination or expiration of this Agreement, the Receiving Party shall comply with the obligations set forth in **Section 7.5.2** regarding the prompt return or destruction of Confidential Information.

10 Limitation of Liability

10.1 Cap on Liability

EXCEPT FOR THE EXCLUSIONS SPECIFIED IN SECTION 10.2 BELOW, the total aggregate liability of either Party arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total **Fees paid by the Client to the Service Provider under this Agreement in the three-month period immediately preceding the event** giving rise to the liability.

10.2 Exclusions from Cap

The limitation of liability set forth in Section 10.1 shall **NOT** apply to liability arising from:

1. Liability for death or personal injury caused by a Party's gross negligence or willful misconduct.
2. Breach of confidentiality obligations under **Section 9**.
3. Indemnification obligations under **Section 8**.
4. Payment obligations due and owing under **Section 4**.

10.3 Exclusion from Indirect Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 Definitions

The following terms, when capitalized, shall have the meanings set forth below throughout this Agreement:

1. **Agreement:** Refers to this Master Service Agreement (MSA), including all executed Service Order Forms (SOFs), the Master Statement of Work (SOW), and any mutually agreed written amendments.
2. **Business Day:** Refers to any day from Sunday to Thursday in the Kingdom of Saudi Arabia, excluding weekends and official public holidays.
3. **Change Control Procedure:** The formal process set out in the Master Statement of Work (SOW) by which the Parties manage and document any change to scope, Deliverables, timelines, or fees.
4. **Change Order:** A written amendment, signed by authorized representatives of both Parties, that references this Agreement or an applicable SOW and describes in detail any approved modifications to scope, Deliverables, or financial terms.
5. **Client Content and Data:** Refers to all information, materials, or content provided by the Client to the Service Provider for the purpose of fulfilling the Agreement, as further defined in **Section 5.2.1**.
6. **Confidential Information:** Defined in **Section 9.1** and refers to all non-public, proprietary, technical, business, financial, or strategic information disclosed by one Party to the other.
7. **Confidentiality Breach:** The unauthorized access, disclosure, or misuse of Confidential Information in violation of **Section 9** of this Agreement.
8. **Deliverables:** Refers to the final products, solutions, or specific outputs provided by the Service Provider to the Client under the applicable SOW, including AI-powered tools, custom software components, and deployment documentation.
9. **Force Majeure:** Refers to unforeseen events beyond a Party's reasonable control that prevent the fulfillment of contractual obligations, including acts of God, government-imposed restrictions, or major network failures.

10. **Intellectual Property Rights (IPR):** Refers to all patents, copyrights, trademarks, trade secrets, proprietary tools, frameworks, algorithms, designs, and software whether registered or unregistered.
 11. **Notice:** Refers to any formal communication required under this Agreement, which must be in writing and delivered to the authorized representatives.
 12. **Parties:** Refers collectively to the Service Provider and the Client, who are legally bound by this Agreement.
 13. **Service Provider IP:** Defined in **Section 5.1** and refers specifically to all proprietary AI Core Assets, Pre-existing Materials, and Improvements owned exclusively by the Service Provider.
 14. **Services:** Means all tasks, solutions, consulting, and maintenance provided by the Service Provider under the applicable SOW, including, but not limited to, AI-driven automation, system integration, data analytics, and support.
 15. **Subscription Plan:** Refers to the ongoing, recurring service model under which the Client pays a recurring fee for maintenance, updates, hosting, or continuous AI model improvement, as described in **Section 4**.
 16. **Term:** Refers to the duration of this Agreement, including the Initial Term and any subsequent Renewal Terms, as defined in **Section 7.1**.
-

12 Miscellaneous and Governing Law

12.1 Entire Agreement and Amendments

1. **Entire Agreement:** This Agreement, including all executed Service Order Forms (SOFs) and the Master Statement of Work (SOW), constitutes the entire understanding and agreement between the Parties regarding the Services. This Agreement **supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, or communications, whether written or oral.** The Parties affirm they have **not relied upon any statements, promises, or representations** outside of this Agreement or the applicable SOF/SOW.
2. **Amendments:** Any modification, amendment, or alteration to this Agreement must be explicitly documented in a written instrument signed by authorized representatives of both Parties to be valid and enforceable. Verbal agreements or modifications shall have no binding effect.

12.2 Governing Law and Jurisdiction

1. **Governing Law:** This Agreement shall be governed by, construed, and enforced exclusively in accordance with the laws, regulations, and compliance requirements of the **Kingdom of Saudi Arabia**, without regard to its conflict of law principles.
2. **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be subject to the exclusive jurisdiction of the **competent courts in Riyadh, Kingdom of Saudi Arabia**. The Parties expressly waive any right to bring proceedings in any other jurisdiction.

12.3 Assignment

1. **Client Restriction:** The Client may not assign, delegate, or transfer its rights, obligations, or any part of this Agreement to any third party without the Service Provider's prior written consent and full settlement of all outstanding financial obligations.

2. **Service Provider Right:** The Service Provider may assign this Agreement, in whole or in part, without the Client's consent, to (a) a parent, subsidiary, or other Affiliate, or (b) a successor entity in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the Service Provider gives the Client written notice within ten (10) Business Days after such assignment. Any other assignment requires the Client's prior written consent (which shall not be unreasonably withheld or delayed).

12.4 Notices

1. **Delivery Methods:** All formal communications and Notices must be provided in writing and sent via email or official correspondence to the authorized representatives at the addresses specified in the relevant SOF.
2. **Effective Receipt:** Notices shall be considered effectively delivered upon **receipt of email acknowledgment** by the recipient or **confirmation of delivery** by registered mail. If no acknowledgment is received within three (3) Business Days, the Notice shall be deemed delivered and effective.

12.5 General Provisions

1. **Severability:** Should any provision of this Agreement be found invalid, illegal, or unenforceable, that provision shall be severed, and the remaining provisions shall remain valid and enforceable. The Parties agree to promptly negotiate in good faith to replace the severed provision with a valid, enforceable substitute that closely aligns with the original intent.
 2. **Waiver:** Failure or delay by either Party to enforce any term of this Agreement does not constitute a waiver of that term or limit the right to enforce it in the future.
 3. **Counterparts & Digital Execution:** This Agreement and any related Service Order Form (SOF) may be executed in counterparts and/or by **electronic signature**. The Parties agree that electronic signatures complying with the **Saudi Electronic Transactions Law** have the same legal effect as handwritten signatures.
-

13 Language and Translation

13.1 Governing Language

All formal documentation under this Agreement—including the Agreement itself, SOWs, SOFs, invoices, notices, deliverables, and any related written communications—shall be prepared and executed in **English**. Informal or verbal communications (e.g., meetings, status calls) may occur in Arabic or any other language mutually agreed by the Parties.

13.2 Arabic Translation and Certification

1. **Request for Translation:** Either Party may request an official Arabic translation of this Agreement or any part thereof.
2. **Certification Requirement:** All translations intended for legal or regulatory purposes must be performed and certified by a legal translator duly accredited by the Saudi Ministry of Justice or other competent Saudi authority.
3. **Cost:** The requesting Party shall bear all reasonable costs associated with preparing, certifying, and delivering the certified translation.

13.3 Precedence in Case of Conflict

1. **English Version Controls:** In the event of any inconsistency or conflict between the English text and an Arabic translation, the English version shall govern and prevail.
2. **Mandatory Exception:** The English version shall prevail unless a Saudi court of competent jurisdiction expressly mandates the application of the Arabic text.
3. **Good-Faith Resolution:** If a court or regulator requires the Arabic version to take precedence, both Parties commit to cooperate in good faith to ensure the Arabic text accurately reflects the Parties' mutual intent expressed in the English original.

13.4 Dual-Language Execution

This Agreement (and any SOW or SOF) may be executed in two original counterparts—one in English and one in Arabic—each of which shall be deemed an original, and both together shall constitute one and the same instrument, subject to the precedence rules set out in **Section 13.3**.

NEXOR

Automate Your Business. Succeed in The
Ultra-Modern AI Era

– THE END –