

MASTER SERVICES AGREEMENT

Effective: September 15, 2025 | Last updated: September 15, 2025

1. AGREEMENT

This Master Services Agreement ("Agreement") is between A.L.E LLC ("Save Time and Make Money", "Provider") and the customer who accepts it ("Customer"). It governs all projects and subscriptions agreed between the parties.

Specific project scope, timelines, and fees are documented in Statements of Work (SOWs) or Order Forms. In case of conflict, the SOW or Order Form takes precedence over this Agreement.

2. SERVICES

Provider will deliver the services described in each SOW. Changes to agreed scope require a written Change Order signed by both parties.

Customer agrees to: provide timely access and decisions needed by Provider; make appropriate personnel available; and review deliverables within 5 business days. Provider is not responsible for delays caused by Customer's failure to do so.

3. FEES AND PAYMENT

Fees are as specified in each SOW or Order Form. Invoices are due within 30 days of the invoice date. Late payments accrue interest at 1.5% per month. Provider may suspend Services for payments more than 30 days overdue after written notice.

For subscription services, renewals are automatic. Either party may cancel with 60 days written notice before the renewal date.

4. INTELLECTUAL PROPERTY

Provider's Background IP:

Provider retains all pre-existing tools, frameworks, and methodologies. Nothing in this Agreement transfers that IP to Customer.

Work Product:

Provider retains all ownership rights, including intellectual property rights, in the Work Product created for Customer under this Agreement. Provider grants Customer a perpetual, worldwide, non-exclusive, royalty-free license to use the Work Product for Customer's internal business purposes.

Customer Data:

Customer retains all ownership of their data. Provider receives no rights except as needed to perform the Services.

Feedback:

Customer feedback is non-confidential. Provider may use it to improve its products and services.

5. CONFIDENTIALITY

Each party will keep the other's confidential information in strict confidence, use it only for the purposes of this Agreement, and restrict access to personnel with a need to know. This obligation survives termination for 3 years.

Confidential information does not include information that is publicly known, was already known to the recipient, is independently developed, or must be disclosed by law.

6. DATA AND PRIVACY

Provider processes Customer Data as a data processor according to Customer's instructions. Our Privacy Policy at recruitersimulator.ai/privacy describes our data practices. Customer data is deleted within 30 days of termination.

7. TERM AND TERMINATION

This Agreement continues until terminated. Either party may terminate for material breach if the breach is not cured within 30 days of written notice. Either party may terminate for convenience with 60 days written notice.

On termination: all licenses end; Customer may export data within 30 days; Provider deletes Customer data within 90 days; outstanding fees become immediately due.

8. WARRANTIES

Provider warrants that the Services will perform materially as described in applicable documentation, and that Provider has the right to grant the licenses in this Agreement. Customer's remedy for warranty breach is re-performance or a prorated refund.

ALL OTHER WARRANTIES ARE DISCLAIMED. Some states do not allow limitations on implied warranties, so some of the above limitations may not apply.

9. LIMITATION OF LIABILITY

EACH PARTY'S TOTAL LIABILITY WILL NOT EXCEED THE FEES PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE CLAIM. NEITHER PARTY IS LIABLE FOR INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

These limitations do not apply to liability for death or personal injury, fraud, or wilful misconduct.

10. MUTUAL INDEMNIFICATION

Provider will defend Customer against third-party claims that the Services infringe third-party intellectual property rights, provided Customer promptly notifies Provider and cooperates in the defense.

Customer will defend Provider against third-party claims arising from Customer's misuse of the Services, Customer Data, or Customer's violation of applicable law.

11. FORCE MAJEURE

Neither party is liable for delays caused by events beyond their reasonable control. If a force majeure event continues for more than 30 days, either party may terminate the affected services with written notice.

12. DISPUTE RESOLUTION

Parties will first attempt to resolve disputes through senior management escalation. If unresolved within 30 days, disputes will be submitted to binding arbitration under AAA Commercial Rules in Virginia.

13. GOVERNING LAW

This Agreement is governed by the laws of Virginia, USA.

14. GENERAL

- Entire Agreement: This Agreement and all SOWs/Order Forms constitute the full agreement between the parties
- Amendments: Changes require written agreement by both parties
- Assignment: Neither party may assign without the other's consent, except in a merger or acquisition
- Independent Contractors: The parties are independent contractors — no employment or partnership relationship is created
- Severability: If any provision is unenforceable, the rest remains in effect

15. CONTACT

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