

Master Services Agreement

Version 1.1 · Dated September 1, 2026

This Master Services Agreement (this "Agreement" or "MSA") is entered into as of the date of last signature below (the "Effective Date") between Cloudbeast.io LLC, an Oregon limited liability company with its principal place of business at 61117 Manhae Loop, Bend, OR 97702 ("Cloudbeast.io LLC"), and the client identified in the accompanying Statement of Work or Proposal ("Client"). Cloudbeast.io LLC and Client are each a "Party" and together the "Parties."

This Agreement governs all services Cloudbeast.io LLC provides to Client. Specific engagements are described in one or more Statements of Work or Proposals (each, an "SOW") that reference this Agreement. Each SOW, once signed by both Parties, becomes part of this Agreement. If an SOW conflicts with this Agreement, the SOW controls for that engagement only.

1. Definitions

For clarity, the following terms have the meanings given:

- Services — the consulting, development, training, configuration, and related work Cloudbeast.io LLC performs for Client under any SOW.
- Deliverables — the specific outputs Cloudbeast.io LLC produces and provides to Client under an SOW, including custom code, configurations, documentation, training materials, and reports.
- Cloudbeast.io LLC Materials — Cloudbeast.io LLC's pre-existing tools, frameworks, libraries, methodologies, prompts, agent patterns, MCP servers, code templates, internal software, and know-how, including improvements made during any engagement.
- Client Materials — Client's pre-existing data, content, software, documentation, trademarks, and confidential information provided to Cloudbeast.io LLC for use during the engagement.
- Confidential Information — defined in Section 8.
- Acceptance — defined in Section 4.

2. Service process

Cloudbeast.io LLC follows a consistent process across engagements. Variations specific to a given engagement are stated in the SOW.

1. Scoping. Client and Cloudbeast.io LLC discuss the work. For larger engagements, Cloudbeast.io LLC may propose a paid scoping engagement to define detailed scope; the SOW for the scoping engagement will specify whether and how its fees apply toward subsequent implementation work.
2. Proposal or SOW. Cloudbeast.io LLC prepares a written Proposal or SOW describing scope, deliverables, timeline, and price.
3. Acceptance and deposit. Client accepts by signing the SOW and paying any required deposit. Work begins after both occur.

4. Execution. Cloudbeast.io LLC performs the Services per the SOW. Cloudbeast.io LLC may subcontract specific work but remains responsible for it.
5. Communication and reporting. Cloudbeast.io LLC provides regular status updates by email, shared document, or project tracker, on a cadence stated in the SOW (typically weekly).
6. Change requests. Changes to scope follow Section 5.
7. Acceptance and closeout. Deliverables are reviewed and accepted per Section 4. Final invoice is issued at engagement completion.

Minor requests

Client requests that take less than 30 minutes to address — quick questions, small tweaks, clarifications — are handled without a formal change order. Time is logged and invoiced. Client should assume any request will incur time.

3. Scope and deliverables

Each SOW will include, at minimum:

- A description of the engagement and its objectives
- A list of specific deliverables
- Items explicitly out of scope
- Timeline or estimated duration
- Price (fixed price, time-and-materials, or hybrid, as specified)
- Payment schedule
- Acceptance criteria
- Any client-specific assumptions

Anything not described in the SOW is out of scope. Out-of-scope work requires a change order under Section 5.

4. Acceptance

Each Deliverable is accepted by Client when one of the following occurs:

- Express acceptance. Client confirms acceptance in writing (email is sufficient).
- Deemed acceptance. Ten (10) business days pass after Cloudbeast.io LLC delivers the Deliverable without Client providing written notice of specific, material defects.
- Use in production. Client uses the Deliverable in normal business operations.

If Client provides written notice of specific defects within the 10-business-day window, Cloudbeast.io LLC will work to remedy those defects without additional charge, provided the defect is in scope as defined by the SOW. Defects outside the original scope are change requests under Section 5.

5. Change requests

Either Party may request changes to scope. Changes are processed as follows:

1. Small changes — work that adds less than 4 hours to the engagement may be approved by email and invoiced as additional time at Cloudbeast.io LLC's then-current hourly rate.
2. Material changes — work that adds 4+ hours, extends the timeline by more than 1 week, or alters the engagement objectives requires a written change order signed by both Parties, describing the change, revised price, and revised timeline.
3. Estimate variances — if Cloudbeast.io LLC determines that completing an in-scope task will require more than 20% over the originally estimated effort, Cloudbeast.io LLC will notify Client and request approval before proceeding. If Client declines, Client pays for time already incurred and the task is canceled or descope.

6. Fees and payment

6.1 Pricing models

Cloudbeast.io LLC offers three pricing models, specified in each SOW:

- Fixed price — agreed total for the defined scope. Default for productized engagements (Quick Win, Strategy Blueprint, Workflow Sprint, Department Build, Company Brain).
- Time and materials — hourly billing against an estimate. Used for support retainers and undefined-scope advisory work.
- Hybrid — fixed-price phases with hourly billing for change orders or specified support windows.

6.2 Standard hourly rate

Where time-and-materials applies, Cloudbeast.io LLC's standard rate is \$250 per hour as of the Effective Date, subject to change with 30 days' notice. Travel time, when requested by Client, is billed at half the standard rate (\$125 per hour). Travel expenses (transportation, lodging, meals) are passed through at cost.

6.3 Payment schedule

Each SOW specifies its payment schedule. Standard schedules:

- Engagements under \$5,000 — 100% deposit at signing.
- Engagements \$5,000–\$15,000 — 50% deposit at signing, 50% at acceptance.
- Engagements over \$15,000 — phase-gated milestones (typically 25–50% deposit, balance tied to phase completion). Specific milestones in the SOW.

6.4 Invoicing and payment terms

- Invoices are issued at the milestones defined in the SOW, or monthly for time-and-materials work after deposits are exhausted.
- Payment is due within fifteen (15) days of invoice date.
- Overdue amounts accrue interest at 1.5% per month or the maximum rate permitted by Oregon law, whichever is lower.
- Payment is in U.S. dollars. Client covers any wire fees, ACH fees, or credit card processing fees (currently 2.9% for credit card).
- Disputed invoices: Client must pay undisputed portions on time. The Parties will work in good faith to resolve disputes per Section 13.

6.5 Suspension for non-payment

If an invoice is more than 15 days past due, Cloudbeast.io LLC may suspend Services after providing Client with 5 business days' written notice and an opportunity to cure.

Suspension does not relieve Client of payment obligations. Cloudbeast.io LLC will resume Services promptly upon payment.

7. Client responsibilities

Cloudbeast.io LLC's ability to deliver depends on Client's timely cooperation. Client agrees to:

- Provide a primary point of contact authorized to make decisions for the engagement.
- Make subject-matter experts available for working sessions and reviews on a reasonable schedule.
- Provide access to systems, accounts, data, and documentation needed for the Services.
- Respond to questions, decisions, and approval requests within 3 business days unless the SOW specifies otherwise.
- Maintain backups of Client data. Cloudbeast.io LLC will not be responsible for data loss in Client systems.
- Pay third-party costs (software licenses, API usage fees, hosting, domain registration) directly or reimburse Cloudbeast.io LLC at cost.

If Client delays decisions, approvals, or access for more than 10 business days, Cloudbeast.io LLC may pause the engagement and adjust the timeline. Extended pauses may also trigger remobilization fees stated in the SOW.

8. Confidentiality (mutual NDA)

8.1 Definition

"Confidential Information" means non-public information disclosed by one Party (the "Discloser") to the other (the "Recipient") in connection with the Services, whether disclosed in writing, orally, or by inspection of tangible objects, and whether or not marked "confidential." Confidential Information includes:

- Business plans, financial information, customer lists, pricing, and strategy
- Technical information including source code, system architecture, designs, prompts, and configurations
- Personal information about employees, customers, or contractors
- The terms of this Agreement and any SOW (the existence of an engagement is not itself confidential)

8.2 Exclusions

Confidential Information does not include information that:

- Was known to the Recipient before disclosure, without obligation of confidence
- Becomes publicly available without breach of this Agreement
- Is independently developed by the Recipient without use of the Discloser's Confidential Information

- Is rightfully received from a third party without confidentiality obligation

8.3 Obligations

Each Party will:

- Use the other Party's Confidential Information only to perform under this Agreement
- Protect it with at least the same degree of care it uses for its own confidential information, and in no case less than reasonable care
- Disclose it only to its employees, contractors, and advisors with a need to know, who are bound by confidentiality obligations at least as protective as this Section
- Not use it for the Recipient's own benefit, for the benefit of any third party, or to compete with the Discloser

8.4 Compelled disclosure

If a Party is compelled by law or court order to disclose Confidential Information, it will give the other Party prompt written notice (where legally permitted) and reasonable cooperation to seek a protective order.

8.5 Term

Confidentiality obligations survive termination of this Agreement for five (5) years. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

8.6 Return or destruction

Upon termination or upon Discloser's written request, Recipient will return or destroy the Discloser's Confidential Information in its possession, except: (a) information stored in routine backups subject to deletion in the ordinary course; and (b) information Recipient must retain to comply with law or its own document-retention policies, which remains subject to the confidentiality obligations of this Section for as long as retained.

9. Intellectual property

It is intended to give Client clean ownership of what Client paid Cloudbeast.io LLC to build, while preserving Cloudbeast.io LLC's right to its pre-existing tools and frameworks.

9.1 Cloudbeast.io LLC Materials

Cloudbeast.io LLC retains all rights, title, and interest in Cloudbeast.io LLC Materials, including any improvements, refinements, or extensions made during the engagement.

Cloudbeast.io LLC Materials include but are not limited to:

- Cloudbeast.io LLC's prompt libraries, agent patterns, and skill frameworks
- Cloudbeast.io LLC's MCP servers and other reusable software components
- Cloudbeast.io LLC's methodologies, templates, and internal tools
- Cloudbeast.io LLC's training materials, documentation, and know-how

If Cloudbeast.io LLC Materials are incorporated into a Deliverable, Cloudbeast.io LLC grants Client a perpetual, non-exclusive, royalty-free, worldwide license to use, copy, and modify those Cloudbeast.io LLC Materials solely as part of the Deliverable for Client's internal business purposes. This license does not permit Client to extract Cloudbeast.io

LLC Materials from the Deliverable and use them as standalone products, or to sublicense, distribute, or resell them.

9.2 Client Materials

Client retains all rights, title, and interest in Client Materials. Client grants Cloudbeast.io LLC a non-exclusive license to use Client Materials solely as needed to perform the Services. This license terminates when the engagement ends, except as needed to retain records, satisfy legal obligations, or enforce this Agreement.

9.3 Deliverables

Subject to Section 9.1, Client owns the Deliverables upon payment in full of all amounts due under the applicable SOW. Until full payment, Cloudbeast.io LLC retains all rights in the Deliverables. Upon full payment, Cloudbeast.io LLC assigns to Client all rights, title, and interest in the client-specific portions of the Deliverables — the custom code, configurations, content, and documentation produced specifically for Client and not consisting of Cloudbeast.io LLC Materials.

9.4 Cloudbeast.io LLC's continuing rights

For clarity: Cloudbeast.io LLC may use general knowledge, skills, experience, and lessons learned during the engagement on subsequent engagements with other clients, provided Cloudbeast.io LLC does not use Client's Confidential Information or replicate the client-specific portions of Deliverables.

9.5 Open-source and third-party components

Deliverables may include open-source software and third-party components. Their use is governed by their respective licenses. Cloudbeast.io LLC will identify material third-party components in the Deliverable's documentation.

9.6 Feedback

If Client provides feedback, suggestions, or ideas about Cloudbeast.io LLC Materials or Cloudbeast.io LLC's Services, Cloudbeast.io LLC may use that feedback without obligation. This does not extend to Client's Confidential Information.

10. Warranties and disclaimers

10.1 Cloudbeast.io LLC warranties

Cloudbeast.io LLC warrants that:

- It will perform the Services in a professional and workmanlike manner consistent with industry standards.
- The Deliverables will materially conform to the specifications in the SOW for 30 days after acceptance. If Client provides written notice of a material non-conformity within this 30-day window, Cloudbeast.io LLC's sole obligation, and Client's sole remedy, is for Cloudbeast.io LLC to use commercially reasonable efforts to correct the non-conformity at no additional charge.

- It has the right to perform the Services and to grant the licenses described in Section 9.

10.2 No other warranties

EXCEPT AS EXPRESSLY STATED IN SECTION 10.1, Cloudbeast.io LLC PROVIDES SERVICES AND DELIVERABLES "AS IS" AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Cloudbeast.io LLC does not warrant that:

- Software will be error-free or operate without interruption
- AI-generated outputs will be accurate, complete, or fit for any particular use
- Third-party platforms (Claude, OpenAI, Anthropic, Cursor, Salesforce, Supabase, Vercel, n8n, etc.) will perform reliably or remain available

Client is responsible for testing, validating, and supervising AI-generated outputs before relying on them for business decisions.

11. Limitation of liability

EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNTS PAID OR PAYABLE BY CLIENT TO Cloudbeast.io LLC UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

These limitations do not apply to:

- Client's payment obligations
- Either Party's breach of confidentiality obligations under Section 8
- Either Party's indemnification obligations under Section 12
- Liability that cannot be limited under applicable law (gross negligence, willful misconduct, fraud)

12. Indemnification

12.1 Cloudbeast.io LLC indemnity

Cloudbeast.io LLC will defend Client against third-party claims that the Deliverables, as delivered and used as specified, infringe a U.S. copyright, trademark, or trade secret, and will pay damages finally awarded or settlement amounts approved by Cloudbeast.io LLC.

Cloudbeast.io LLC's obligations do not apply to claims arising from: (a) Client Materials; (b) modifications to the Deliverables by anyone other than Cloudbeast.io LLC; (c) combination of the Deliverables with anything not provided by Cloudbeast.io LLC; (d) use of the Deliverables outside the scope of the licenses granted; or (e) AI-generated outputs.

If a Deliverable is held to infringe, Cloudbeast.io LLC may, at its option: (i) procure for Client the right to continue using it; (ii) modify it to be non-infringing; or (iii) refund the fees paid for the infringing Deliverable and terminate the related SOW.

12.2 Client indemnity

Client will defend Cloudbeast.io LLC against third-party claims arising from: (a) Client Materials; (b) Client's misuse of Deliverables; (c) Client's failure to obtain consents required for processing of personal data; or (d) Client's business operations.

12.3 Procedure

The indemnified Party will: (i) promptly notify the indemnifying Party of any claim; (ii) give the indemnifying Party sole control of the defense and settlement (provided no settlement admits liability or imposes obligations on the indemnified Party without consent); and (iii) cooperate at the indemnifying Party's expense.

13. Dispute resolution

13.1 Good-faith resolution

If a dispute arises, the Parties will first attempt to resolve it through good-faith discussion between principals. The Party initiating dispute resolution will provide written notice describing the dispute. The Parties will meet (in person or remotely) within 20 business days of the notice.

13.2 Mediation

If discussion fails to resolve the dispute within 45 days, either Party may request non-binding mediation. The mediation will be administered by JAMS or, if the Parties agree, the American Arbitration Association, and held in Bend, Oregon, or remotely. Mediation costs are split equally; each Party bears its own attorney fees.

13.3 Binding arbitration

If mediation fails to resolve the dispute within 60 days of the mediation request, either Party may submit the dispute to binding arbitration administered by JAMS under its Streamlined Arbitration Rules. The arbitration will be held in Bend, Oregon, or remotely, before a single arbitrator. The arbitrator may award compensatory damages and equitable relief but not punitive or consequential damages. Judgment on the award may be entered in any court of competent jurisdiction.

13.4 Carve-outs

Either Party may seek injunctive or equitable relief in court without first proceeding through mediation or arbitration to: (a) protect Confidential Information; (b) enforce intellectual property rights; or (c) collect undisputed amounts owed.

13.5 Continued performance

During any dispute, both Parties continue to perform their obligations except those directly at issue. Client continues to pay undisputed amounts.

14. Term and termination

14.1 Term

This Agreement begins on the Effective Date and continues until terminated. Active SOWs remain governed by this Agreement until completed or terminated.

14.2 Termination for convenience

Either Party may terminate this Agreement, or any SOW, on 30 days' written notice, except that an SOW with a defined end date or fixed-price scope cannot be terminated for convenience by Client without paying for work performed and committed costs.

14.3 Termination for cause

Either Party may terminate this Agreement or any SOW immediately on written notice if the other:

- Materially breaches and fails to cure within 15 business days of written notice describing the breach
- Becomes insolvent, files for bankruptcy, or assigns assets for the benefit of creditors

14.4 Effect of termination

On termination:

- Client pays for Services performed and expenses incurred through the termination date
- Cloudbeast.io LLC delivers work in progress as-is and provides reasonable transition assistance, billed at the standard hourly rate
- Sections that by their nature should survive (Definitions, Confidentiality, IP, Warranties, Limitation of Liability, Indemnification, Dispute Resolution, this Section, and General Provisions) survive

15. General provisions

15.1 Independent contractor

Cloudbeast.io LLC is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.

15.2 Non-solicitation

During the engagement and for 12 months afterward, neither Party will solicit the other's employees or contractors who were directly involved in the engagement, except through general public hiring channels.

15.3 Publicity

Cloudbeast.io LLC may identify Client as a customer and describe the work at a high level (industry, type of engagement, general outcome) in marketing materials and case studies, unless Client opts out in writing. Specific Client Confidential Information will not be disclosed without Client's prior written consent.

15.4 Notices

Notices under this Agreement must be in writing and sent to the email addresses or physical addresses on the SOW signature block. Email notice is effective when sent, absent bounce-back.

15.5 Force majeure

Neither Party is liable for delays caused by events beyond its reasonable control, including natural disasters, war, terrorism, government action, internet or utility outages, or pandemic-related restrictions, provided the affected Party gives prompt notice and uses reasonable efforts to mitigate.

15.6 Assignment

Neither Party may assign this Agreement without the other's written consent, except either Party may assign to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

15.7 Governing law and venue

This Agreement is governed by the laws of the State of Oregon, without regard to conflict-of-laws principles. Subject to Section 13, the state and federal courts located in Deschutes County, Oregon, have exclusive jurisdiction.

15.8 Entire agreement

This Agreement, together with all SOWs, is the entire agreement between the Parties on its subject matter and supersedes all prior discussions and agreements. Amendments must be in writing and signed by both Parties. SOWs may be signed electronically.

15.9 Severability

If any provision is held unenforceable, the remaining provisions remain in effect. The unenforceable provision will be reformed only to the extent necessary to make it enforceable.

15.10 No waiver

A Party's failure to enforce any right is not a waiver of that right.

15.11 Counterparts and electronic signatures

This Agreement may be signed in counterparts, including by electronic signature, each of which is an original.