

CONFIANZA, INC.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “*Agreement*”) is made between Confianza, Inc., a Delaware corporation with its principal place of business at 7910 N. Tamiami Trail, Suite 205, Sarasota, FL 34243 (“*Confianza*”) and Customer. (“*Customer*” and together with Confianza, the “*Parties*” and each a “*Party*”).

RECITALS

WHEREAS Customer seeks to engage Confianza to perform the Services as defined in any Statements of Work in accordance with the terms and conditions of this Agreement; and

WHEREAS, Confianza wishes to perform the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. DEFINITIONS

- 1.1. “*Confianza Personnel*” means Confianza and its employees and subcontractors.
- 1.2. “*Customer Data*” means Customer’s data and information provided to Confianza for the purpose of enabling Confianza to provide Services hereunder.
- 1.3. “*Intellectual Property Rights*” means all patents (including originals, divisionals, continuations, continuations-in-part, extensions, foreign applications, utility models, and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, trade names, domain names, mask works, proprietary rights and processes and other proprietary and Intellectual Property Rights, including moral rights, the subject matter of any of the foregoing, and tangible embodiments of any of the foregoing.
- 1.4. “*Products*” mean Confianza’s standard data analytics products selected by Customer in a Statement of Work.
- 1.5. “*Services*” means the customized services that Confianza agrees to perform for Customer pursuant to this Agreement as documented in a Statement of Work.

- 1.6. **“Statement of Work”** or **“SOW”** means the document(s) that Confianza and Customer mutually execute in order to specify the Products and/or Services ordered by Customer.

2. **TERM AND TERMINATION**

- 2.1. **Term.** This Agreement will commence on the Effective Date, and will continue in full force and effect until terminated by either Party pursuant to Section 2.2. The term of any particular SOW will be stated in the SOW itself.
- 2.2. **Termination.** Customer may terminate this Agreement or any Statement of Work for cause if Confianza breaches any material provision of this Agreement or the SOW and fails to cure or remedy such breach within 60 calendar days of receiving notice from Customer specifying in reasonable detail the nature of the claimed breach. Confianza may terminate this Agreement or any Statement of Work for cause if Customer breaches a material provision of this Agreement or the SOW and fails to remedy or cure such breach within 60 calendar days of receiving notice from Confianza specifying in reasonable detail the nature of the claimed breach.
- 2.3. **Effect of Termination.** On or before the effective date of any termination of this Agreement or a Statement of Work, Customer will pay to Confianza all fees for Services performed prior to the effective date of termination. Upon termination of the Agreement or a Statement of Work, as the case may be, Confianza will immediately cease providing any applicable Services. Customer will pay to Confianza a pro-rated portion of the amount due under any Statement of Work that is incomplete at the time of termination and for which payments have not been made and Confianza will deliver to Customer copies of all such incomplete work for which it receives payment. Termination of this Agreement and/or the Statement of Work will not relieve Customer of its obligation to pay all charges that accrued prior to such termination. In the event either Party terminates this Agreement or a Statement of Work, each Party must return or destroy all the other Party’s Confidential Information (as defined in Section 6.1) except for electronic backup copies made in accordance with reasonable backup procedures that are subject to destruction in accordance with reasonable document destruction processes. Provided all fees due up to effective date of termination have been paid, Confianza will furnish to Customer the latest version of any Services in progress upon the effective date of termination in the format mutually agreed by the Parties.
- 2.4. **Survival.** Upon termination of this Agreement or any SOW, Section 4 (OWNERSHIP), 5 (PRICING AND PAYMENT), 6 (CONFIDENTIAL INFORMATION), 9 (LIMITATION OF LIABILITY), 10 (INDEMNIFICATION) and 11 (GENERAL) and subsections 2.3 (Effect Of Termination), and 2.4 (Survival), of this Agreement will survive such termination.

3. **SCOPE OF SERVICES**

- 3.1. Scope. This Agreement is a master agreement between the Parties and contains the sole and exclusive terms and conditions of the Parties applicable to the Services provided by Confianza to Customer during the term of this Agreement, except as may otherwise be set forth in a Statement of Work agreed to by the parties. If Customer provides purchase orders or invoices containing additional or different terms, those terms will be void and of no effect. If the Parties desire to procure/provide Services under this Agreement, the Parties will mutually execute a Statement of Work. In the event of any conflict or inconsistency between this Agreement and a Statement of Work, the provisions of the Statement of Work will prevail. Each Statement of Work will include a description of the Products and Services and any documentation, plans, reports or other items to be delivered to Customer (“**Deliverables**”). Each duly approved and executed Statement of Work shall contain in reasonable detail (a) a description of the Deliverables; (b) the tasks to be completed by Customer, if any; (c) a description of the Deliverables; (d) the schedule for delivery of the Deliverables; (e) the fees to be paid by Customer and (f) such additional information as the Parties may wish to include.
- 3.2. Dependencies. Customer acknowledges that the provision of Services by Confianza is dependent on Customer providing reasonable access to relevant resources and timely decisions and input in connection with those Services in a timely manner. Accordingly, Customer will provide Confianza all information and materials reasonably required for the performance of the Services by Confianza hereunder within the time period specified. Customer will complete all responsibilities outlined in any mutually agreed project plan within the specified dates. Customer’s failure to complete such Customer responsibilities or provide the requested information on the dates communicated may result in changes affecting delivery schedules, costs and the scope of the Statement of Work that will result in a Change Order pursuant to Section 3.3.
- 3.3. Changes. Any material change to the scope of the Deliverables or delivery schedule set forth in a Statement of Work will be managed using Confianza’s change management process. Under this process, either Confianza or Customer may initiate a change request when a material delay, change or event has occurred that may impact the scope of the Deliverables or delivery schedule. Once submitted, Confianza will respond with formal documentation that includes a description of the change, the effort to implement the change, the impact to project schedule, and the cost of the change (a “**Change Order**”). Customer and Confianza must agree to any Change Order Proposal in writing, mutually agreed email permissible, in order for any such changes to be effective.

4. **OWNERSHIP AND LICENSES**

- 4.1. Customer Data. As between Customer and Confianza, Customer will retain all rights, title and interest in and to all Customer Data. Customer hereby grants to Confianza a limited non-exclusive, non-transferable, non-sublicensable, royalty-free license to use, copy, store and modify the Customer Data solely to the extent necessary to provide the Services to Customer.
- 4.2. Confianza Data, Analytics and deliverables. As between Customer and Confianza, Confianza will retain exclusive ownership of an all rights, title, and interest in and to (a) all Products and all Intellectual Property Rights therein, (b) any other Deliverables under any Statement of Work not specifically identified as a Customer-Owned Deliverable (as defined below) and all Intellectual Property Rights therein, and (c) all other Intellectual Property Rights conceived, developed or reduced to practice by Confianza prior to, during or independent of its performance of the Services hereunder, including modifications and derivative works thereof that are developed hereunder (collectively, the “*Confianza Data, Analytics and deliverables*”).

4.3

5. **PRICING AND PAYMENT**

- 5.1. Invoicing and Payment. Customer will pay Confianza the amounts set forth in each Statement of Work for Products or Services and Confianza will invoice in accordance with the schedule set forth therein. Payments for all such amounts from Customer are due within 30 days from the date of invoice. If Customer is delinquent in the payment of any amounts due Confianza, Confianza may suspend provision of Services and revoke Customer’s license for use of Deliverables upon 15 days’ prior notice to Customer. A suspension and revocation under this Section 5.1 will not constitute a termination of the Agreement nor will it relieve Customer of any of its obligations or liabilities under the Agreement. Amounts not paid when due will bear interest at the greater of 8% per year or the highest rate allowed by applicable law, until paid.
- 5.2. Expenses. If Customer pre-approves travel for any Confianza Personnel in connection with the provision of Services, Customer will pay the associated reasonable and customary expenses (supported by applicable receipts) including travel time in excess of three hours per outgoing and return journey, accommodations and meals at the applicable hourly rate as specified in the SOW for the Confianza Personnel in question. Reimbursement of such expenses will be made by Customer to Confianza not later than 10 days after the submission by Confianza to Customer of an expense report.

- 5.3. Taxes. The fees set forth in the Statement of Work do not include taxes unless stated otherwise. Unless Customer provides Confianza with a valid non-taxable transaction or tax exempt certificate no later than ten business days after the Effective Date of this Agreement, Customer will pay, and indemnify and hold Confianza harmless for, all applicable sales, use, gross receipts, VAT, excise, import, export, property, withholding or similar taxes or duties in connection with the provision of services to Customer by Confianza not based on Confianza's net income (including any interest or penalties thereon resulting from Customer's failure to pay such taxes or other charges on a timely basis).
- 5.4. Auditable Records and Invoice Disputes. Confianza will maintain accurate records of all fees billable to, and payments made by Customer in a format that permits audit for a period of not less than one year after payment by Customer. If Customer in good faith disputes any invoiced amount, Customer must notify Confianza in detail in writing as to the nature of the disputed charges and the reason for Customer's disagreement, and must pay all amounts due other than the disputed amount. The Parties will make all reasonable attempts to resolve the dispute as amicably as possible within 30 calendar days. Confianza reserves the right to apply interest at a rate equal to the then prevailing prime rate of interest plus 2% to any disputed amount later found due.

6. **CONFIDENTIAL INFORMATION**

- 6.1. Confidential Information. "**Confidential Information**" means any information disclosed by one Party ("**Discloser**") to the other Party ("**Recipient**"), either directly or indirectly, in writing, electronically, orally or by inspection of tangible objects (including documents, prototypes, samples, software, hardware and equipment), that is designated as "Confidential," "Proprietary" or some similar written designation or otherwise reasonably identifiable as confidential information. Information communicated orally will be considered Confidential Information if the information is orally identified as being Confidential Information at the time of disclosure or if Discloser provides a written notice to Recipient within two days after the oral disclosure specifying the information so disclosed orally that it deems to be Confidential Information. Without limiting the generality of the foregoing, Confidential Information of Confianza includes, without limitation, administration tools, customer support materials made available by Confianza, any and all of Confianza's product documentation, whitepapers, product guides, data sheets and training materials. Notwithstanding the foregoing, information that is disclosed to Recipient by Discloser shall not be deemed to be Confidential Information if it is (a) in the public domain at the time it is disclosed by Discloser to Recipient; (b) becomes publicly available through no breach of this Agreement by the Recipient or any personnel of Recipient that had access to it; (c) already in the possession of the Recipient at the time of disclosure by Discloser as demonstrated by reasonable documentary evidence; (d) is obtained by Recipient from a third party without a

breach of such third party's obligations of confidentiality; or (e) is independently developed by the Recipient without use of or reference to the Confidential Information, as demonstrated by reasonable documentary evidence. This Agreement, including the SOWs, shall be treated as Confianza Confidential Information.

- 6.2. Restrictions. Recipient will only use Discloser's Confidential Information to exercise its rights or carry out its obligations under the Agreement, shall not disclose Discloser's Confidential Information to any third party other than its employees, directors, consultants and advisors ("**Representatives**") who need to know such information and have access for purposes consistent with this Agreement, and will protect Discloser's Confidential Information by using the same degree of care that it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, or dissemination, but not less than a reasonable degree of care. Recipient will inform its Representatives of Recipient's obligations under this Section 6.2 and will require all of its Representatives to have agreed in writing to preserve the confidentiality of Discloser's Confidential Information under terms and conditions no less restrictive than those set forth herein, provided that in the case of Customer, Customer may not permit a consultant or advisor employed by or than consults for or is an advisor to a competitor of Confianza to access Confidential Information of Confianza without the express written approval of Confianza. If any Confidential Information is required to be disclosed pursuant to any law or judicial order, if permitted by law, the Recipient will give the Discloser prompt notice thereof and will use its commercially reasonable efforts to seek or to cooperate with the Discloser in seeking a protective order with respect thereto.
- 6.3. Remedies. Each Party acknowledges that its breach of its obligations under Section 6.1 would result in irreparable damages to the other Party for which monetary damages may be inadequate, and agrees that in the event of any such breach the other Party shall be entitled to seek injunctive and other equitable relief without the posting of a bond therefore, in addition to seeking all other remedies available to it at law.
- 6.4. Return of Confidential Information. Upon the earlier of (a) the expiration or termination of this Agreement or (b) the request of the other Party, each Party shall immediately return all copies of the other Party's Confidential Information in its possession or control and not retain any copies or electronic reproductions of such Confidential Information, except as otherwise required by applicable law, and except as required for internal archival purposes, subject to the continuing obligations of confidentiality provided for in this Agreement.

7. **WARRANTY**

7.1. Limited Warranty. Confianza warrants that the Services will be performed in a professional and workmanlike manner and in compliance with industry standards and the relevant SOW. In the event Confianza breaches the foregoing warranty, if Customer notifies Confianza in writing of the nature of the non-conformance, Confianza will use commercially reasonable efforts to promptly re-perform the non-conforming Services without charge. The foregoing provides Customer's sole and exclusive remedy for breach of the warranty in this Section 7.1. Customer acknowledges that Confianza cannot be responsible for changes made by the supplier of the underlying third party platform utilized by Customer, even if such changes adversely impact Customer's ability to use the Products or Services.

7.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 7, CONFIANZA MAKES NO OTHER DIRECT, EXPRESS, IMPLIED OR STATUTORY WARRANTY WITH RESPECT TO THE SERVICES, AND DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGING, ALL DATA AND INFORMATION PROVIDED BY CONFIANZA WHICH IT OBTAINS FROM THIRD PARTY SOURCES IS PROVIDED AS IS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. THE USE OF SUCH DATA AND INFORMATION IS AT THE CUSTOMER'S RISK.

8. ASSURANCES

8.1. Compliance with Laws. Confianza will comply with all federal, state and local laws and regulations applicable to its performance of this Agreement. Customer will comply with all federal, state and local laws and regulations applicable to Customer's use of the Products and Services, including any laws relevant to its collection and use of Customer Data.

8.2. Power and Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and grant the other Party all rights granted by this Agreement and that entering and carrying out the terms and conditions of this Agreement will not constitute a breach by it of any other contract to which it is a party or by which it is bound.

8.3. Independent Contractors. The relationship of the Parties is that of independent contractors. Neither Party has the right to make commitments for or act on behalf of the other Party, and nothing in this Agreement may be construed to create a joint venture, partnership or relationship of principal and agent between Confianza and

Customer. Confianza Personnel assigned to provide Services to Customer under this Agreement will not be, or be deemed to be for any purpose, employees or agents of Customer. Confianza is solely responsible for complying with all applicable laws, rules and regulations of any governmental authority having appropriate jurisdiction relating to the employment of Confianza Personnel, including immigration, taxation, worker compensation, and unemployment compensation. Customer has no obligation to provide benefits to Confianza Personnel.

9. LIMITATION OF LIABILITY

9.1 Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT OR THE PRODUCTS AND SERVICES, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR VIOLATIONS OF SECTION 6 (CONFIDENTIALITY) OR SECTION 8.1 (COMPLIANCE WITH LAWS), OR FOR PAST DUE FEES OR EXPENSES, IN NO EVENT WILL EITHER PARTY'S LIABILITY FOR A CLAIM ARISING OUT OF THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CONFIANZA IN THE TWELVE MONTHS PRIOR TO THE CLAIM.

10. INDEMNITIES

10.1. Indemnification by Confianza. Subject to the limitations set forth in Section 9.1, Confianza will indemnify, defend and hold harmless Customer and its officers, directors, employees and agents from against any loss, liability, cost or expense, including but not limited to reasonable attorneys' fees and other litigation expenses (collectively, "*Losses*") resulting from (i) any breach by Confianza of its obligations or representations and warranties set forth in his Agreement and (ii) any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Products and Services in the manner and for the purpose contemplated in this Agreement or an applicable SOW infringes or misappropriates the patents, copyrights or other intellectual property rights of a third party, provided that Customer (a) gives Confianza prompt written notice of the claim; (b) gives Confianza sole control of the defense and settlement of the claim (provided that Confianza may not settle any claim without Customer's written approval (which will not be unreasonably withheld, conditioned or delayed) unless the settlement unconditionally releases Customer of all liability); and (c) provides reasonable assistance to Confianza with respect to the defense of the claim at Confianza's request. Notwithstanding the foregoing, Confianza has no

obligation to indemnify a claim to the extent it arises from: (i) Customer Data, including Customer's violation of any underlying licenses; (ii) modification of the Deliverables; (iii) Customer's use of the Deliverables or (iv) Customer's acts or omissions not in accordance with the terms of this Agreement. In the case of any indemnified Claim for patent infringement, Confianza's responsibility to indemnify Customer will not exceed \$100,000 in the aggregate.

- 10.2. Indemnification by Customer. Subject to the limitations set forth in Section 9.1, Customer will defend, indemnify and hold harmless Confianza and its officers, directors, employees and agents from and against any Losses resulting from (i) any breach by Customer of its obligations or representations and warranties set forth in his Agreement and (ii) any claim, demand, suit, or proceeding made or brought against Confianza by a third party alleging that the use of the Customer Data in the manner and for the purpose contemplated in this Agreement infringes or misappropriates the patents, copyrights or other intellectual property rights of a third party, provided that Confianza (i) gives Customer prompt written notice of the claim; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim without Confianza's written approval (which will not be unreasonably withheld, conditioned or delayed) unless the settlement unconditionally releases Confianza of all liability); and (iii) provides reasonable assistance to Customer with respect to the defense of the claim at Customer's request.

11. GENERAL

- 11.1. Entire Agreement. This Agreement together with all SOWs constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings or agreements between the Parties about the subject matter hereof.
- 11.2. Amendments. This Agreement may be modified, amended or supplemented only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated, signed by the Parties and explicitly indicate that such writing modifies or amends this Agreement.
- 11.3. Notices. All notices and other communications under this Agreement must be in writing and will be effective when delivered by hand or by email, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, or by traceable overnight courier to the relevant Party at its address first listed above or such other address as such Party may from time to time specify by notice to the other.
- 11.4. Waiver of Breach. The waiver by either Party of a breach of any provision of this Agreement by the other Party will not operate or be construed as a waiver of any subsequent breach of this Agreement. No waiver of rights under this Agreement will be effective unless in writing signed by the Party granting the waiver.

- 11.5. Governing Law; Disputes. This Agreement will be governed by and construed under the laws of the State of Delaware, without giving effect to the principles of conflicts of laws. Any dispute resolution proceeding or legal action arising under this Agreement must be brought in the state and/or federal courts sitting in Delaware. Each Party irrevocably submits to the jurisdiction of such courts and waives any objection it may have that such courts constitute an inconvenient forum. The prevailing party in any legal action brought by one Party against the other and arising out of or related to this Agreement will be entitled, in addition to any other rights and remedies it may have, to reimbursement for its legal expenses, including court costs and reasonable attorneys' fees.
- 11.6. Assignment. Customer may not assign this Agreement to any third party without the advance written consent of Confianza, which shall not be unreasonably withheld, delayed or conditioned. The merger or consolidation of Customer with another entity in which Customer is not the survivor, or the sale of all or substantially all the assets of Customer to a third party, or the acquisition by a party of ownership or control of more than fifty percent of the issued and outstanding voting stock of Customer, will be deemed to be an assignment.
- 11.7. Third Party Benefits. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and assigns. Subject to the foregoing, this Agreement does not and is not intended to confer any rights or remedies upon any person other than Confianza and the Customer.
- 11.8. Force Majeure. Except for the obligation to make payments, nonperformance of either Party will be excused to the extent the performance is rendered impossible by strike or other labor disputes, fire, flood, earthquake, natural catastrophe, epidemic, pandemic, health emergency, governmental acts or orders or restrictions, civil unrest, acts of terrorism, war, interruption of telecommunication networks, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the nonperforming Party.
- 11.9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable by any law, rule, order or regulation of any government, or by the final determination of any state, federal or other court, such invalidity will not affect the enforceability of any other provisions not held to be invalid.
- 11.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Any Party may execute this Agreement by executing any such counterpart, including by facsimile or electronic signature.