



MASTER SERVICES AND PURCHASING AGREEMENT – SECURITAS SUMMA

THIS MASTER SERVICES AND PURCHASING AGREEMENT – SECURITAS SUMMA ("Agreement") is made and entered into as of the "**Effective Date**") in any Securitas Summa Scope executed between Fenix24, Inc. , a Delaware corporation, with its principal place of business located at 1513 Cowart Street, Chattanooga, TN 37408, for the benefit of itself and its subsidiaries¹ ("**Fenix24**") and the Customer ("**Customer**"), with Fenix24 and Customer being sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Fenix24 offers certain information technology (IT) consulting and managed protection services and certain related software, service, and hardware; and Customer wishes to engage Fenix24, and Fenix24 wishes to accept such engagement, to provide certain services, subscriptions, or products contemplated hereunder, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. **Engagement.** Subject to the terms and conditions of this Agreement, Customer hereby engages Fenix24 to provide various services (the "**Services**") associated with Fenix24's Securitas Summa Program, related to Customer's data and technical infrastructure, as set out in the Securitas Summa Scope (each, an "**SSS**") executed herewith or any supplemental SSS or order executed among the Parties stating that such order or SSS is governed by this Agreement (each, an "Order Document"). By executing or otherwise agreeing to the SSS or other Order Document, Customer agrees that Customer has read and understands the SSS or Order Document and this Agreement.

2. **Shipment; Inspection.**

For the hardware necessary and included in the SSS executed herewith, shipping costs will be borne by Fenix24 and are not Customer's responsibility. Customer does agree to validate receipt of any inventory and to provide basic incoming inspection for any damage during shipment.

3. **Fees and Payment.**

(a) Customer shall compensate Fenix24 the fees for all Services ("**Service Fees**" or "**Fees**") as follows:

(b) **Fees.** Customer shall pay all Fees as provided in the applicable agreed SSS.

¹ Subsidiaries include Conversant Group, LLC, Fenix24 Ltd, Argos99, LLC, Grypho5, LLC, and Athena7, LLC.

(c) **Invoicing.** Fenix24 shall invoice (each, an "**Invoice**") Customer as provided in the SSS. Each Invoice shall reference the relevant Order Document and shall be in either electronic or (only upon request) hard copy paper format. For any Services ordered outside of the SSS executed herewith, including any out of scope services, Fenix24 shall invoice Customer the Service Fees and any recurring fees shall be invoiced on the schedule agreed to in the applicable Order Document. For example, if Customer requests additional support hours outside of those allotted in the SSS executed herewith, Fenix24 shall invoice Customer the Service Fees when those hours have been delivered.

(d) **Expenses.** Customer will reimburse Fenix24 for all actual out of pocket travel and related expenses reasonably incurred by Fenix24 in performing the Services (collectively, the "**Expenses**"). Fenix24 will provide an Invoice to Customer, and Customer shall pay, for all such Expenses incurred on a regular basis.

(e) **Payment.** Customer shall pay all invoices net thirty (30) days from receipt unless otherwise provided in the mutually signed SSS. Payments not made by that due date are deemed late. Interest shall accrue on late payments at a rate of one and one half percent (1.5%) per month, or, if lower, the maximum rate allowed by law. Customer agrees to pay all costs, including reasonable attorney's fees, in connection with any collection efforts to recover unpaid amounts due hereunder. Customer may make payment of the invoice by one of the following methods: (i) check; (ii) money order; (iii) cashier's check or other certified funds; or (iv) electronically (through QuickBooks), wire or EFT transfer.

(f) **Taxes and Government Assessments.** Customer is responsible for all government charges and assessments associated with the furnishing of the Services (or the related software or equipment) provided hereunder, including all taxes, charges or duties, sales, use, value added, royalty or withholding taxes imposed by a federal, state, provincial, local or any other government entity on the Services performed (or items furnished) under this Agreement, excluding only taxes based on Fenix24's net income (collectively, "**Taxes**"). Customer shall pay all Taxes directly to the applicable jurisdiction, unless Fenix24 is obligated to collect and remit Taxes for which Customer is liable hereunder, in which case the appropriate amount will be due and payable pursuant to the terms hereof. Customer is ultimately and solely responsible for determining the proper calculation of Taxes owed on Services performed. Customer hereby holds Fenix24 harmless from any such calculation.

4. **License; Internal Use.** Services provided hereunder are solely for Customer's own internal use, and not for the benefit of, or use by, any third-party. Customer may not host, resell, or otherwise offer any Services provided hereunder to an unaffiliated party. If Customer divests a portion of its business and the divested business unit wishes to continue to use Fenix24 Services, the divested entity must separately enter an agreement with Fenix24.

5. **Third-Party Agreements.**

(a) **Applicable Agreements and Pass-Through.** Some technology or services may be provided by third parties (e.g., Microsoft) with their own applicable terms and conditions that appear or are required in order to install or use their services or products (each, a "**Third-Party Agreement**"). Where such products are deployed for Customer's use or benefit, Customer shall be bound by such Third-Party Agreement(s) including any conduct or usage limitations therein. Fenix24 links those at this URL (or any future successor URL) – <https://fenix24.com/third-party-terms/> - unless they are bundled with hardware shipped to Customer, or provided separately in writing by Fenix24 to Customer. For items governed by

Third-Party Agreements, Customer's sole recourse is with the third-party originator of such product or service. Fenix24 will take commercially reasonable steps to pass through to Customer any assignable representations, warranties, covenants, and indemnities. Customer hereby authorizes Fenix24 to proceed to accept the Third-Party Agreements on Customer's behalf, where necessary for provision of the services ordered by Customer. None of the Third-Party Agreements shall require additional payments by Customer, where Customer honors the limits therein and in Customer's agreement(s) with Fenix24.

(b) **Intellectual Property.** Fenix24 and its licensors own and shall retain title to and ownership of the intellectual property rights in the Services, including any adaptations, enhancements, modifications, translations, derivative works, or copies thereof or thereto. Neither Customer nor any of Customer's employees and/or contractors shall: (i) attempt to decompile, disassemble, reverse engineer or otherwise attempt to discern the source code of anything furnished hereunder; (ii) sell, resell, rent, lease, or distribute anything furnished hereunder; (iii) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking on equipment or items furnished hereunder; or (iv) modify, translate or sublicense anything furnished hereunder or any portion thereof. Customer may not remove or conceal any identifying plates, tags, trademarks, or labels affixed to any equipment, software, or materials provided by Fenix24 (or its suppliers), without Fenix24's prior written consent.

6. **Confidential Information.**

(a) **General.** In connection with this Agreement, either Party (the "**Receiving Party**") may be supplied with information or materials by or on behalf of such other Party and/or its Affiliates (the "**Disclosing Party**") which is non-public, confidential, or proprietary in nature. Such information shall include the intellectual property of the Disclosing Party and information about or concerning the Disclosing Party's or its Affiliates': financial condition, projections, business ventures, strategic plans, marketing; customers, vendors, business partners, or prospects; strategic insights or statistical models about customers or prospective customers or their behavior; security and data recoverability strategies and insights; and trade secrets, technology and methodologies (collectively, "**Confidential Information**"). Confidential Information also includes: (A) all information transmitted in written, oral, or magnetic form, or any other medium which would appear to a reasonable person to be confidential or which is marked confidential; (B) all copies and reproductions, of such information; and (C) summaries, excerpts, analyses, or other records which contain or reflect such information. Upon the Disclosing Party's request, the Receiving Party shall promptly return or destroy all documents and other materials received from the Disclosing Party. **Affiliates** shall include parties with at least 50% common direct or indirect equity ownership or common direct or indirect control.

(b) **Nondisclosure.** The Receiving Party shall maintain in confidence and not disclose to any third-party the Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and shall not use the Confidential Information of the Disclosing Party for any unauthorized purpose. The Receiving Party agrees to treat any Confidential Information received with at least the same care as such Party treats its own Confidential Information. The Receiving Party may use the Confidential Information of the Disclosing Party only to the extent required to perform its duties or exercise its rights under this Agreement. The Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the Disclosing Party shall contain all confidential or proprietary notices or legends appearing on the original, unless otherwise authorized in writing by the Disclosing Party. The responsibilities of the Receiving Party to protect the Confidential Information other than Confidential

Information that constitutes trade secret information of the Disclosing Party shall apply for five (5) years from the date of disclosure. With respect to trade secret information, the responsibilities of the Receiving Party pursuant to this Section shall continue until the information is no longer protected as a trade secret under applicable law. The Receiving Party shall limit access to the Confidential Information of the Disclosing Party to those of its employees or agents having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The foregoing restrictions shall not apply to any information that: (i) the Receiving Party can document it had in its possession prior to disclosure by the Disclosing Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third-party legally entitled to make such disclosure without violation of any obligation of confidentiality; or (iv) is independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.

(c) **Compelled Disclosure.** Notwithstanding any other provisions of this Agreement, disclosure of the Confidential Information shall not be precluded if such disclosure is in response to a valid order of a court or other governmental body; provided, however, that the responding Party shall (unless prohibited by such order) first have given notice to the Disclosing Party hereto and to allow the Disclosing Party, at the Disclosing Party's expense, sufficient time to obtain a protective order requiring that the Confidential Information to be disclosed be used only for the purposes for which the order was issued or is otherwise required by law. If any such protective order is not obtained, the responding Party may, at Disclosing Party's expense, disclose to the party or authority compelling such disclosure such part of such information as is required by law to be disclosed.

7. **Non-Solicitation of Employees.** During the term of this Agreement and for a period of two (2) years thereafter, Customer will not directly or indirectly attempt, on its own behalf or on behalf of any other entity, to solicit, entice, persuade, divert, or induce any employee or contractor of Fenix24 to terminate his or her employment or engagement with Fenix24 or any of its Affiliates (including, without limitation, Fenix24, Inc., Grypho5, LLC) or to become employed or engaged by Customer or any third-party engaging in any business competitive with the business of Fenix24 or its Affiliates or approach any such employee for any of the foregoing purposes or authorize and assist in the taking of any such action by any third-party unless such person shall have ceased to be employed or engaged by Fenix24 for a period of at least twelve (12) months.

8. **Indemnification.** Each Party (an "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnitee") from and against any third-party claims, damages, liabilities, and/or expenses ("Claim(s)"), including reasonable attorneys' fees as follows: Fenix24 shall indemnify, defend and hold the Customer harmless from and against any Claim (a) that the professional services of Fenix24 violated the intellectual property rights or misappropriated any trade secret of a third party, or (b) for wages or benefits allegedly due to any personnel of Fenix24 in connection with services delivered by Fenix24 hereunder. Customer shall indemnify, defend, and hold Fenix24 harmless from and against any Claims, (a) concerning data or data subjects of Customer, or (b) concerning the goods, services, or software of any company other than Fenix24 violated the proprietary or intellectual property rights of a third party including but not limited to violations of Section 5, or (c) for the failure of Customer or its contractors or representatives to adhere to Section 4 (Internal Use). Notwithstanding anything herein to the contrary, Fenix24's maximum liability for any indemnifiable claim is limited by Section 10 below. As a condition of any rights under this Section, a party must: (a) provide prompt written notice of the Claim, (b) provide reasonable cooperation in the defense of the matter at the expense of the indemnifying party, (c) act reasonably to mitigate any alleged damages, (d) tender control of the defense of the matter to the

party providing indemnity and defense of the matter (provided that secondary or shadow counsel at the expense of the indemnified party is allowed, if desired, but this second counsel shall be at the expense of the indemnified party). In no event is Fenix24 responsible to provide indemnity in connection with any service or product of another company other than Fenix24.

9. **Warranties & Disclaimers.**

(a) **Services Warranty.** Fenix24 warrants that Services will be performed by adequately trained and competent individuals in a professional and workmanlike manner, consistent with reasonable and generally accepted professional standards and practices.

(b) **Disclaimer of Warranties.** Customer acknowledges and agrees that it is impossible to identify and eliminate every conceivable threat to Customer's data and/or infrastructure. Customer further acknowledges that Fenix24's Services are a means to mitigating risks and lessening potential harm resulting from security attacks and infrastructure outages. Accordingly, Fenix24 makes no representations or warranties that Customer will be free from or fully protected against malicious actions of third parties, including such risks, attacks, losses, damages, liabilities, and outages associated therewith. EXCEPT AS SET FORTH IN THE SERVICES WARRANTY (SECTION 9(A)) REGARDING SERVICES PERFORMED BY FENIX24, FENIX24 MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING SERVICES. Certain third parties may provide their own warranties as stated in Section 5 ("Third-Party Agreements"), and Fenix24 is not responsible for products, services, acts or omissions of those parties.

(c) **Exclusivity of Warranties.** THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FOR THE SERVICES, EVEN IF SUCH WARRANTIES FAIL IN THEIR ESSENTIAL PURPOSE. THEY REPLACE ALL OTHER WARRANTIES, COVENANTS, AND REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR EITHER AN ORDINARY OR PARTICULAR PURPOSE, TITLE, INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW.

(d) **High Risk.** Fenix24 accepts no risk and makes no warranty in connection with any use of Services in any environment in which a failure could threaten a loss of life, bodily injury, or catastrophic property damage (a "High Risk" usage). Customer shall act reasonably in connection with any High Risk environment, and Customer has the sole responsibility to for all consequences resulting from the use of anything provided hereunder in connection with a High Risk use case, such as air traffic control, driverless vehicles, or life support or similar systems.

10. **Limitation of Liability.**

(a) **Damages.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, TIME OR DATA, GOODWILL, LOST PROFITS OR REVENUE, OR DAMAGES ARISING OUT OF ANY DATA EXFILTRATION, IN ALL CASES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Aggregate Liability.** EXCEPT TO THE EXTENT PROHIBITED BY LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT,

REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE TOTAL FEES PAID BY CUSTOMER TO FENIX24 IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE FIRST CLAIM RELATED TO THE SERVICES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. In addition, Fenix24 assumes no liability for issues, risks, failures, outages, product bugs, product malfunctions or other issues or failures beyond Fenix24's direct control.

11. **Export Control.** Customer acknowledges that the Services (including any technology, software, or hardware furnished hereunder or derived from the Services) are, in whole or in part, of U.S. origin and subject to Export Control Laws imposed by the United States. Customer agrees to comply with Export Control Laws applicable to Customer or the Services. Customer represents and warrants that Customer: (a) is not operating, organized or resident in located in any country or territory subject to comprehensive Sanctions, including, as of the effective date, Belarus, Cuba, Iran, North Korea, Russia, Syria, and the Crimea, Donetsk or Luhansk Regions of Ukraine, (b) is not individually designated or restricted under Export Control Laws, (c) is not owned or controlled by any person specified in (a) or (b), and (d) will not use or permit the use of the Services for any purpose prohibited by Export Control Laws. Customer covenants that it will not, directly or indirectly, sell, export, re-export, transfer, release, or otherwise permit the use or benefit of the Services by any person described in (a)-(c) above or for any purpose prohibited by Export Control Laws. Customer agrees to indemnify, Fenix24 from and against any fines or penalties that may arise as a result of Customer's breach of this Section. "Export Control Laws" means all applicable laws, regulations, and orders, relating to (i) the export, re-export, transfer, release or transmission of technology, software, goods, or services created or delivered hereunder (including products derived from or based on such software, technology, goods, or services), including the U.S. Export Administration Regulations and (ii) economic, trade, financial, and investment sanctions and arms and trade embargoes, including those administered by the Office of Foreign Assets Control and the Bureau of Industry and Security ("Sanctions").

12. **Term and Termination.**

(a) **Term.** This Agreement will commence on the Effective Date and continue for a period of the longer of five (5) years or any longer period during which any Order Document (including an SSS placed hereunder) remains in effect. Thereafter, the Agreement shall automatically renew for additional one (1) year periods unless otherwise terminated in accordance herewith. If Fenix24 has commenced Services for Customer prior to the Effective Date, this Agreement shall apply to such Services.

(b) **Termination.** Either Party may terminate this Agreement, or an SSS if the other Party has materially breached this Agreement or the SSS and failed to cure such breach within thirty (30) days of receipt of written notice identifying that breach. The termination of the SSS shall not relieve Customer of its obligations to pay for the Services ordered in the SSS, and all fees contemplated under the full life of the agreement come immediately due.

(c) **Post Termination Duties.** Upon termination or expiration of any SSS, Fenix24 shall have no further obligation to render any Services with respect to such SSS. Sections that by their nature, or to give effect to their meaning, must survive expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement, including either Party's non-solicitation, confidentiality, indemnity, and payment obligations contemplated hereunder.

13. **Reasonable Cooperation.** Customer agrees to provide Fenix24 such access and authority and take such actions as Fenix24 may reasonably request for Fenix24 to carry out its duties under this Agreement. Should Customer fail to provide such access and/or authority and/or take such actions, if such refusal causes delay in Fenix24's provision of any Services contemplated under the SSS, Fenix24 shall be entitled to issue an Invoice to Customer, and Customer shall be obligated to pay for, all Services that would have been delivered but for Customer's refusal to reasonably cooperate.

14. **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other, which shall not unreasonably be withheld or delayed; provided, however, that Fenix24 shall have the right, upon written notice to Customer, to assign this Agreement or its rights or duties in whole or in part, to an Affiliate of Fenix24 or the purchaser of all or substantially all of Fenix24's business or a Fenix24 business line, whether by merger, acquisition, sale, reorganization, or otherwise.

15. **Independent Contractors.** Each Party shall act solely as an independent contractor and, except as expressly set forth herein nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

16. **Choice of Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to the conflict of law principles thereof. Any dispute arising out of or related to this Agreement shall be brought exclusively within the state or federal courts located in Hamilton County, Tennessee, and each Party irrevocably submits to the jurisdiction and venue of such courts.

17. **Force Majeure.** Except with regard to payment obligations, neither Party shall be liable for damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control.

18. **Entire Agreement; Exhibits.** This Agreement, including any Exhibits attached hereto (which are hereby incorporated by reference), and any executed Order Documents, constitutes the entire agreement between Fenix24 and Customer concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the Parties. No Party is relying upon any warranties, representations, or inducements not set forth herein. If any provision of this Agreement is held to be invalid, void, or unenforceable, the rest shall remain in full force and effect and shall not be affected, impaired, or invalidated.

19. **Amendment.** No waiver, amendment or other modification of this Agreement will be effective unless in a writing mutual executed by the Parties. Email or text correspondence is not sufficient to modify this Agreement, but a mutually executed agreement signed in a physical writing or by providing facsimiles of signatures, or by scanned and e-mailed .PDF format (or equivalent) files or through a nationally or internationally recognized digital transaction management service (e.g., DocuSign), shall be deemed acceptable. No other course of conduct shall operate to waive, amend or modify this Agreement. The waiver by either Party of any of its rights or remedies in a particular instance will not be deemed a waiver of the same or different right or remedy in subsequent instances.

20. **Notices.** All notices, demands, or communications regarding this Agreement shall be in writing, signed by the Party serving the same, and deposited, postage prepaid, in the United States Postal Service as certified or registered mail. The addresses may from time to time be changed by notice in

writing to either Party by certified or registered mail. Notices under this Agreement shall be provided to the address indicated in the preamble of this Agreement, provided that in all events, any legal notice to Fenix24 must be sent simultaneously to LegalNotices@fenix24.com.

21. **Binding Nature.** Each Party represents that the person signing this Agreement or any SSS on its behalf has been duly authorized and empowered to do so. This Agreement shall be binding on and inure to the benefit of the Parties hereto, their successors and permitted assigns.

22. **Construction.** Section and subsection headings and the captions appear only as a matter of convenience and shall not affect the interpretation of this Agreement. Words importing any gender include every gender and words importing persons include entities, corporate and otherwise. The words “shall” and “will” are to be interpreted as mandatory, and not as permissive. Whenever the terms “including” or “include” are used in this Agreement (whether or not the term is followed by the phrase “but not limited to” or words of similar effect) that reference shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on, or an exclusive enumeration of, the items within such classification. Each Party has carefully reviewed this Agreement, understands its terms, sought legal advice where desired, and has relied wholly on its own judgment and has not relied upon any representations or statements made by any other Party or anyone acting on behalf of any other Party other than those herein. Any rules of construction construing an agreement against the drafting Party shall not apply to the construction of this Agreement. This Agreement may be executed in counterparts, each of which shall be considered an original, but which together shall constitute one instrument.

IN WITNESS WHEREOF the Parties hereto agree to the terms and conditions of this Agreement.

Customer:

FENIX24, INC.

Name/Authorized Representative

Name:

Title:

Title:

Date:

Date: