



MASTER SERVICES AND PURCHASING AGREEMENT

THIS MASTER SERVICES AND PURCHASING AGREEMENT (this "**Agreement**") is made and entered into as of the "Effective Date" each order referencing or agreeing to this terms, between Conversant Group, LLC, a Tennessee limited liability company, with its principal place of business located at 1513 Cowart Street, Chattanooga, TN 37408 (or its affiliate¹) ("**Conversant**") and the Customer whose agreement references these terms ("**Customer**"), with Conversant and Customer being sometimes referred to herein individually as a "**Party**" or collectively as the "**Parties**".

WHEREAS, Conversant is the provider of certain information technology (IT) consulting and managed services, as well as the supplier of certain computer software, hardware, subscriptions, and equipment used in connection with such services; and Customer wishes to engage Conversant, and Conversant wishes to accept such engagement, to provide such services, subscriptions, and 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 Conversant to provide various products, including computer hardware, software, subscriptions, and/or software as a service ("**SAAS**") products (collectively, the "**Products**") and/or services (the "**Services**") related to Customer's data and technical infrastructure, as set out in one or more product quotes (each, a "**Quote**"), Managed Services Scopes (each, an "**MSS**"), statements of work (each, an "**SOW**"), and/or any Letters of Engagement (each, "**LOE**"). Samples may be provided upon request. The Services associated with a project outlined in an SOW or LOE are collectively referred to hereunder as a "**Project**". By executing or otherwise agreeing to a Quote, MSS, LOE, or SOW (each, an "**Order Document**"), Customer acknowledges and agrees that Customer has read and understands fully the Products and/or Services ordered under such Order Document(s), and that the contents of such Order Document(s) are accurate and correct. When requested or required, Customer shall provide necessary subscriber details, such as name, e-mail address and telephone number needed for registering Customer as a user or administrator of a Product. If Customer does not provide such details, the details of the individual approving the Order Document may be used by Conversant.

2. **Services and Products.**

(a) **Quotes.** Subject to Customer's obligations herein, Conversant shall provide Customer those mutually agreed to Products described in each written accepted Quote. The Parties may enter any number of Quotes, each of which shall be incorporated by reference herein without additional action by the parties. Conversant shall have no obligation to deliver any such Products until Customer and Conversant execute such Quote and Customer remits any Retainer (as defined below) required therein. Each Quote may also contain itemizations for certain Services associated with the installation, integration,

¹ Conversant Group, LLC affiliates include its parent, Fenix24, Inc., and other subsidiaries of Fenix24, Inc., including Fenix24 Limited, Grypho5, LLC, Athena7, LLC, and Argos99, LLC.

configuration and/or other services related to such Products. The terms of such Services, if any, are further detailed in **Section 2(b)** below and may be further defined in a mutually agreeable SOW or LOE. Customer understands that, in reliance upon this Agreement and/or any Order Document, Conversant may place orders for Products from applicable manufacturers (each, a "**Manufacturer**"). Payment for any Quote shall be as provided herein; Quotes for the Services of Conversant shall be governed by the terms of this Agreement, which shall supersede any conflicting terms in any order confirmation document from Customer. Products or Services of a third-party may be governed by the terms and conditions of that third-party (as described below), in which case Conversant acts as a reseller and shall not be accountable except as provided in Section 8.

(b) **Statements of Work & Letter of Engagement.** Conversant shall, in accordance with the terms hereof, provide Customer any mutually agreed-to Services described in each written SOW or LOE. It is understood and agreed that the Parties may enter any number of SOWs or LOEs, each of which shall be incorporated by reference herein without additional action by the Parties. Each SOW and LOE will constitute a separate Project and will itemize specific deliverables (the "**Deliverables**") to be provided by Conversant. However, Conversant shall have no obligation to commence performing or scheduling any such Services until Customer executes such SOW or LOE and remits any Retainer required therein. Each SOW and LOE shall be governed by the terms of this Agreement regardless of any terms and conditions contained therein or in any subsequent Quote, LOE, or SOW. Any services not specified in a SOW or LOE are expressly excluded from the scope of such SOW or LOE respectively. Such additional services shall be subject to additional charges, as further provided in **Section 2(d)** below. In the event of a conflict between the terms of this Agreement and an SOW or LOE, the terms of this Agreement shall control.

(c) **Ongoing Support.** Customer may, in addition to Services provided pursuant to a SOW or LOE, request that Conversant perform additional support services (collectively, the "**Support Services**" or "**Support**") from time to time on an ongoing basis. All Support Services are specifically excluded from SOWs or LOEs. To obtain Support Services, Customer shall submit to Conversant a written (including via email) or verbal request detailing the Support Services desired. Conversant shall issue a ticket (each, a "**Ticket**") to memorialize the Support Services requested. All Support Services shall be billed at Conversant's then-current hourly rates, and as may be updated by Conversant from time to time.

(d) **Change Orders.** Customer may request changes to a Project that alter the Services or Products to be provided, as well as the pricing, scope, and/or timing thereof (each, a "**Change Request**"). Customer shall submit each Change Request to Conversant in writing. Conversant will determine the price and scope of the changes sought in such Change Request, and then communicate the details back to Customer. All agreed to changes in scope and price shall be formalized in a written change order (each, a "**Change Order**"). A Change Order is valid and enforceable only if signed by both Parties. Unless and until Customer executes such Change Order and remits any Retainer Fee required therein, Conversant shall continue to execute on the scope of the Project without regard to such Change Order. Once executed, the affected Order Document shall be deemed amended in accordance with such Change Order, and shall be governed by the terms of this Agreement. No Change Order shall amend the terms and conditions of this Agreement.

3. **Shipment; Inspection.**

(a) **Shipments.** All physical Products shall be delivered pursuant to the terms of the applicable Quote and shall be delivered to Customer's principal place of business or to such other location agreed to on the Quote or by separate address mutually agreed to in writing (each, a "**Shipment**").

Customer is obligated to inform Conversant of proper shipment instructions during Customer's approval of the associated Quote. If Customer and Conversant agree for a Shipment to be initially delivered to a Conversant location, Customer is responsible for all Shipment fees to and from such Conversant location. Shipments will be made free on board (FOB) Manufacturer's warehouse, at which time risk of loss and title (unless otherwise set forth in the applicable Order Document) will pass to Customer, notwithstanding the delivery location (including a Conversant location). All freight, insurance and other shipping expenses following the passing of title, if incurred by Conversant, will be paid by Customer. Customer shall, upon executing each Quote, notify Conversant of any inside delivery, lift gate delivery, or other special delivery requirements (due to Product size or weight, Customer's lack of a loading dock or otherwise). Customer shall be solely responsible for all such additional delivery fees and charges associated therewith. In the event that a Shipment includes any Product with respect to which title does not pass to Customer, Customer represents, warrants and covenants that Customer will acquire and maintain, from relevant parties interested in or owning the real estate where such Product is located, a waiver of any rights in such Product and Customer shall further guarantee Conversant's access to and possession of such Product upon the expiration or termination of the relevant Order Document or paid usage period under this Agreement for that Product.

(b) **Inspection.** Customer shall have ten (10) days from Customer's receipt of each Shipment (the "**Inspection Period**") to test and inspect all Products included in such Shipment. If any Products do not conform to the applicable Quote, Customer may reject such Products (each, a "**Rejected Product**") during the applicable Inspection Period. Conversant shall replace any such Rejected Products within a reasonable time frame, subject to any availability limitations from the Manufacturer. Any Products not rejected during the Inspection Period shall be deemed accepted.

4. **Fees and Payment.** Customer shall compensate Conversant the fees for all Products ("**Product Costs**") and Services ("**Service Fees**") (collectively, with the Recurring Fees (as defined below) the "**Fees**") as follows:

(a) **Fees; Retainer.** Customer shall pay Conversant all Fees as provided in each Order Document. Conversant reserves the right to require a retainer fee payment (each, a "**Retainer Fee**" or "**Retainer**") prior to providing Products or commencing Services contemplated under any such Order Document. Any such required Retainer Fee shall be paid upon execution of the applicable Order Document or (if applicable) Change Order. Conversant is not obligated to commence work, in its own discretion, until the Retainer Fee has been paid in full.

(b) **Recurring Fees.** Customer may purchase various subscription or Products (including but not limited to SAAS Products) that require monthly recurring fees ("**MRF**"), quarterly recurring fees ("**QRF**"), or yearly recurring fees ("**YRF**") (collectively, the "**Recurring Fees**"). All Recurring Fees shall be invoiced to Customer and Customer shall pay the same in accordance with **Section 4(c)** below. Customer acknowledges and agrees that Conversant's vendors providing such subscriptions or SaaS Products periodically increase their fees associated therewith, and such increases are outside of the control of Conversant. Customer agrees that Conversant may pass through to Customer such price increases and such increased fees shall be deemed payable in accordance with **Section 4(c)** below. In the event that an alternative notice period is not set forth in the associated Order Document, the minimum notice period for termination of a Recurring Fee shall be sixty (60) days prior to the expiration of the applicable period (or longer if required by the Manufacturer).

(c) **Invoicing.** Conversant shall invoice (each, an "**Invoice**") Customer as provided in this **Section 4(c)**. Each Invoice shall include all Product Costs, Service Fees and Recurring Fees incurred, less any applied Retainer payments, for Products delivered and Services performed by Conversant. Each Invoice shall reference the relevant Order Document and shall be in either electronic or (only upon request) hard copy paper format.

(i) **Products.** Upon each Shipment or deployment of Products, or as otherwise set forth in the applicable Quote, Conversant shall invoice Customer all associated Product Costs (to the extent not previously paid through a Retainer). Recurring Fees shall be invoiced on the schedule previously agreed via the associated Order Document.

(ii) **Services.** Upon completion of each phase of a Project (as may be specified in the applicable LOE, MSS, or SOW), Conversant shall invoice Customer all associated Service Fees (to the extent not previously paid through a Retainer) and Expenses (as further defined below).

(d) **Expenses.** Customer will reimburse Conversant for all actual out of pocket travel and related expenses reasonably incurred by Conversant in performing the Services (collectively, the "**Expenses**"). Conversant 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. 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. If Customer is delinquent in its payment obligations, or Conversant otherwise reasonably determines that Customer's credit-worthiness has unacceptably deteriorated, Conversant has the right, upon written notice to Customer, to modify the payment terms to require full payment prior to the delivery of Products or Services or require other assurances to secure Customer's payment obligations under this Agreement and any Order Document.

(f) **Taxes; Environmental Fees.** Customer is responsible for all taxes, charges or duties, including environmental fees, sales, use, value added, royalty or withholding taxes imposed by a federal, state, provincial, local or other government entity on all Products provided and Services performed under this Agreement, excluding only taxes based on Conversant's net income (collectively, "**Taxes**"). Customer shall pay all Taxes directly to the applicable jurisdiction, unless Conversant 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. Notwithstanding the foregoing, Conversant does not provide tax or legal advice, and Customer is ultimately and solely responsible for determining the proper calculation of Taxes owed on Products delivered and Services performed. Customer hereby holds Conversant harmless from any such calculation.

5. **License; Internal Use.** Upon Customer's purchase of SAAS Products, subscriptions, and software from or through Conversant, Conversant will use commercially reasonable efforts to provide Customer with information regarding such software's licensing requirements; however, at all times Customer shall be fully responsible for its own compliance with all applicable licensing rights and agreements, and compliance with any applicable laws. Products or 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 Conversant Services or Products, the divested entity must separately enter an agreement with Conversant.

6. **Equipment Labels.** Customer may not remove or conceal any identifying plates, tags, trademarks, or labels affixed to any equipment, software, or materials provided by Conversant (or its suppliers) to Customer, without Conversant's prior written consent.

7. **License Renewals, Maintenance and Support Agreements.** Customer acknowledges and agrees that the full functionality of certain Products, SAAS Products, and subscriptions sold by or through Conversant requires ongoing license renewals and/or current maintenance and support agreements (collectively, the "**Renewals**"). Customer agrees to internally calendar and monitor all necessary Renewals, and to promptly notify Conversant: (a) upon receiving a renewal notice from a Manufacturer; and (b) of any other known Renewal that is or will become due. Customer further agrees that it shall be solely responsible for paying any licensing or services fees associated with such Renewals. Customer further agrees that it shall provide Conversant all necessary information in situations where Conversant facilitates the Renewal of such licenses and/or maintenance and support agreements. Customer further acknowledges that some Manufacturers impose on certain Products "end-of-life" terms, beyond which maintenance and support may be discontinued. If Customer elects to use any Products beyond end-of-life, Customer does so in its own risk. Conversant accepts no liability for Customer's election to use any Products beyond end-of-life. If Customer elects to not renew any license or maintenance and support agreement, or fails to notify Conversant of any such renewal, Conversant accepts no damages, risks, or liability associated with such failure to renew. Any breach, security event, or other risk, liability, burden, injury, or damage incurred by Customer for failure to renew or use beyond of end-of-life is the sole burden, risk, and liability of the Customer.

8. **Third Party Agreements.**

(a) **Applicable Agreements and Pass-Through.** Customer agrees that certain Products and certain services provided by third parties pursuant to this Agreement may be governed by the terms and conditions of applicable third-party agreements (including end-user license agreements (EULAs), service descriptions, and service level agreements (SLAs)) (each, a "**Third-Party Agreement**"). In those cases, Customer shall be bound by, such Third-Party Agreement(s), which shall be provided to Customer upon request or offered at following URL or a successor URL identified by Conversant: <https://conversantgroup.com/third-party-terms/>. Customer agrees to abide by any conduct or usage limitations therein. Customer's sole recourse for any warranty claim with respect to a Product is with the Manufacturer of such Product, and Customer will look solely to the relevant Manufacturer to address any such claim. However, upon payment in full of all Invoices related to the Products (or components thereof), Conversant will take commercially reasonable steps to pass through to Customer any assignable representations, warranties, covenants, and indemnities granted to Conversant by the Manufacturer(s) of such Products. Conversant directs Customer to the Manufacturer for the details and/or terms and conditions of such warranties, if any. The extent of any Manufacturer warranty details, terms and conditions, remedies and procedures may be expressly stated on, or packaged with, or otherwise accompanying the Products.

(b) **Authorization.** Customer acknowledges and agrees that for certain situations where Customer engages Conversant to install, integrate, and/or configure Products, including

subscriptions and SAAS Products, on Customer's behalf, it may be necessary for Conversant to agree to certain Third-Party Agreements during the installation, integration, and/or configuration of such Products including subscriptions and SAAS Products. As such, Customer hereby authorizes Conversant to enter, on Customer's behalf, all such Third-Party Agreements necessary for such installation, integration, and/or configuration of the Products. The authorization set forth in this **Section 8(b)** is solely: (i) with respect to Third-Party Agreements for Products and Services set forth in an Order Document, and solely as necessary for Conversant to install, integrate and/or configure the associated Products; and (ii) as necessary for Conversant to perform Services pursuant to a Ticket opened by Customer under the terms of this Agreement. Such authorization does not apply to commercial terms, such as term, pricing, payment terms, user counts and similar licensing metrics and limitations, and cancellation charges, which shall be subject to Customer's prior approval.

(c) **Intellectual Property.** Conversant and its licensors own and shall retain all title to and ownership of the intellectual property rights in the Services and Products, 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 the Products; (ii) sell, resell, rent, lease, or distribute the Products; (iii) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking on the Products; or (iv) modify, translate or sublicense the Products or any portion thereof.

9. 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; 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 the strictest of controls 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. Confidential Information shall not be used for any purpose or in any manner that would violate any applicable law or regulation. 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 any and all confidential

or proprietary notices or legends, which appear 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 9** shall continue until such time as such trade secret information is no longer protected as such 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.

10. **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 Conversant to terminate his or her employment or engagement with Conversant or any of its Affiliates or to become employed or engaged by Customer or any third party engaging in any business competitive with the business of Conversant 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 Conversant for a period of at least twelve (12) months.

11. **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, losses, and/or expenses ("Claim(s)"), including reasonable attorneys' fees incurred or arising from the Indemnitor's breach of **Section 9** of this Agreement. Customer further agrees to indemnify, defend, and hold Conversant harmless from and against any claims, damages, liabilities, losses, and/or expenses, including reasonable attorneys' fees incurred or arising from third party claims arising from Customer's use of any purchased software or reports provided by or on behalf of Customer or Conversant under this Agreement, and/or failure to adhere to **Section 5**, **Section 6**, or **Section 8** of this Agreement. Notwithstanding anything contained herein to the contrary, Conversant's maximum liability for any indemnifiable claim shall be restricted by those limitations set forth in **Section 13** 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 shall be allowed, if desired, but this second counsel shall be at the expense of the indemnified party). In no event is Conversant responsible to provide indemnity in connection with any Service or Product of another company other than Conversant.

12. **Warranties & Disclaimers.**

(a) **Services Warranty.** Conversant 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 prevailing. Customer acknowledges that Conversant is not responsible for the acts or omissions of Manufacturers or other third parties. Any Conversant service level agreements apply to Conversant actions only, and Conversant shall have no liability for the failure to achieve levels under any such service level agreement if caused by the acts or omissions of any Manufacturer or other third party.

(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 and agrees that Conversant's Products and Services are a means to mitigating risks and lessening potential harm resulting from security attacks and infrastructure outages. Accordingly, Conversant 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. Customer acknowledges and agrees that Conversant is not a law or accounting firm and does not and cannot provide legal or accounting advice. Except as set forth in Section 12(a) regarding Services performed by Conversant, CONVERSANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO PRODUCTS AND SERVICES. Conversant neither assumes nor authorizes any other person to assume for it any warranty or liability in connection with the purchase of the Products or Services, or any components thereof.

(c) **Exclusivity of Warranties.** THE WARRANTIES IN THIS SECTION 12 ARE THE EXCLUSIVE WARRANTIES FOR THE PRODUCTS AND 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) **Security Testing.** Customer may request, in an effort to improve the overall security of Customer's facilities, network, and/or data, that Conversant provide certain security testing on its servers, applications, technical controls, information technology infrastructure, and/or other computer hardware and software, all as further described in an Order Document, which may include penetration testing, vulnerability scans and other related and similar Services (collectively, "**Security Testing**"). Customer acknowledges and agrees that Security Testing may result in any of the following at Customer's place of business: power outages, unintentional disruption, degradation, or failure of services, data, and/or systems (collectively, "**Security Testing Risks**"). Should Customer engage Conversant to provide Security Testing, Customer expressly authorizes Conversant to take actions that may result in Security Testing Risks, and Customer agrees to indemnify and hold harmless Conversant from any damages Customer may suffer which arise out of or are related to such Security Testing Risks or other circumstances caused by such requested Security Testing. Customer also acknowledges and agrees that the results of Security Testing may not detect all existing vulnerabilities, risks, misconfigurations, and similar issues, and further, that not all potential vulnerabilities, risks, misconfigurations, and similar issues are testable (e.g.,

'zero-day exploits'). As a result, Customer acknowledges and agrees that Security Testing cannot perfectly identify or eliminate all security vulnerabilities, risks, misconfigurations, and similar issues that could be exploited by authorized or unauthorized threat actors within Customer's environment. Customer agrees that any reports produced by Security Testing may be discovered should litigation occur following a data breach, and Customer agrees to promptly, as incurred, reimburse and indemnify Conversant for any fees costs and expenses associated with Conversant's production testimony and other activities in connection with any such litigation.

(e) **High Risk.** Conversant accepts no risk and makes no warranty in connection with any use of Products or 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.

13. **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, COMMERCIAL LOSS, LOST PROFITS OR SAVING(S), 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 CONVERSANT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE FIRST CLAIM RELATED TO THE SERVICES OR THE PROJECT. 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. Customer acknowledges and agrees that in addition to the foregoing limitations, Conversant assumes no liability for misconfiguration, issues, risks, failures, outages, product bugs, product malfunctions or other issues or failures beyond Conversant's direct control.

14. **Export Control.** Customer shall comply with all laws and regulations applicable to Customer with respect to the export, purchase and use of the Products and Services. Customer acknowledges and agrees that the Products and Services may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder. Customer agrees to comply with all applicable export control laws and regulations, including the Export Administration Regulations (EAR). Customer covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from Conversant under this Agreement: (a) to anyone outside the U.S. or who is not a U.S. national without first complying with all export control laws and regulations which may be imposed by the U.S. government and any country or organization of nations within whose jurisdiction Customer or Conversant operates or does business; (b) in violation of geographic restrictions of the United States and/or the European Union or any other applicable authority, including the embargos and restrictions applicable to Belarus, Cuba, Iran, Democratic Republic of Korea (aka, North Korea), The

Russian Federation, Sudan, Syria, or the Crimea Region of Ukraine (collectively, as of the Effective Date, "Embargoed Countries"); (c) any person or entity that is a national or resident of country embargoed by the US, UK, or EU, or that is on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons and Entity Lists; or (d) to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations and the International Traffic in Arms Regulations (ITAR). Customer represents and warrants that Customer: (i) is not located in, or is under the control of, or a national or resident of, any Embargoed Country; and (ii) is not nor under the control of any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders Designated National. Customer agrees to indemnify, to the fullest extent permitted by law, Conversant from and against any fines or penalties that may arise as a result of Customer's breach of this **Section 14**.

15. **Term and Termination.**

(a) **Term.** This Agreement will commence on the Effective Date and continue for a period of the longer of one (1) year or any longer period agreed to in a mutually signed Order Document. The Agreement shall automatically renew for additional one (1) year periods unless otherwise terminated in accordance herewith. The Fees payable hereunder shall be increased to adhere to Conversant's current hourly rates. If Conversant has commenced Services or sold Products for Customer prior to the Effective Date, all provisions of this Agreement shall apply to such Services and Products.

(b) **Termination.** Either Party may terminate this Agreement, any Order Document and/or any Project if the other Party has materially breached this Agreement or Order Document and failed to cure such breach within thirty (30) days of receipt of written notice of breach. The termination of any Order Document or Project shall not terminate any other Order Document or Project unless the terminating Party so notifies the other Party in the associated notice of termination. A Party may terminate this Agreement immediately if the other Party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers, or permits the appointment of a receiver for its business or assets or avails itself of, or becomes subject to any process under the federal bankruptcy law or any other statute of any state relating to the protection of the rights of creditors or debtors. Termination of this Agreement shall not relieve Customer of its obligations to pay for Products purchased or licensed, or for Services performed: (i) prior to the effective date of termination; and/or (ii) during any termination period. With respect to Products, including SAAS Products and subscriptions, for which a term was committed to Conversant and the associated Manufacturers, this Agreement will continue (unless otherwise agreed by Conversant in a signed writing) until all such commitments are satisfied.

(c) **Third Party Products and Services.** Customer acknowledges and agrees that Manufacturers of certain Products including but not limited to SAAS Products: (i) require that Customer subscribe for a minimum term; (ii) may charge cancellation fees in the event of early termination; or (iii) may not permit termination until the committed term expiration. Accordingly, and notwithstanding anything to the contrary contained herein, Customer shall pay all Product Fees through such minimum term and/or any such cancellation fees assessed due to Customer's early termination of such minimum term. This Agreement shall continue in full effect until all such Products and Services terms are satisfied.

(d) **Post Termination Duties.** Upon the termination of this Agreement or any Project, all Customer payment obligations accrued hereunder through the date of termination will become

immediately due and payable. For all Projects in progress, Customer shall pay for: (i) all Products ordered on Customer's behalf under any Quote associated with such Project; and (ii) all Services actually performed by Conversant through the termination date. The termination of selected Projects shall not affect Customer's obligation to pay charges under any other Project. Upon termination of any Project, Conversant shall have no further obligation to render any Services with respect to such Project. 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.

16. **Reasonable Cooperation.** Customer agrees to provide Conversant such access and authority and take such actions as Conversant may reasonably request in order for Conversant to carry out its duties under this Agreement. Customer further agrees that should Customer fail to provide such access and/or authority and/or take such actions, and such refusal causes delay in Conversant's provision of any Products or Services contemplated under any Quote, LOE, Ticket, Project, Change Order, or SOW, as the case may be, Conversant shall be entitled to issue an Invoice to Customer, and Customer shall be obligated to pay for, all such Products and Services that would have been delivered but for Customer's refusal to reasonably cooperate as provided herein.

17. **Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other Party, which shall not unreasonably be withheld or delayed; provided, however, that Conversant 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 Conversant or the purchaser of all or substantially all of Conversant's business or a Conversant business line, whether by merger, acquisition, reorganization or otherwise.

18. **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.

19. **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.

20. **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.

21. **Entire Agreement; Exhibits.** This Agreement, including the Exhibits attached hereto (which are hereby incorporated by reference), and any executed Order Documents, constitutes the entire agreement between Conversant 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 remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

22. **Amendment.** Any 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.

23. **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 provided in association with this Agreement shall be provided to the address indicated in the preamble of this Agreement. IN ALL EVENTS, any legal notice to Conversant Group must be sent simultaneously to LegalNotices@fenix24.com.

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

25. **Construction.** Section and subsection headings and the captions of the Exhibits 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; and (in each case) vice versa. The words “shall” and “will” are to be interpreted as imperative and mandatory, and not as permissive. Whenever the terms “including” or “include” are used in this Agreement in connection with a single item or a list of items within a particular classification (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 several counterparts, each of which shall be considered an original, but which together shall constitute one and the same instrument.