

MASTER SERVICES AGREEMENT

This Master Services Agreement is between Narrative Coders, LLC, a Delaware limited liability company ("Service Provider"), and the Client (the "Client") as set forth on the Statement of Work (each an "SOW", collectively "SOWs"). Service Provider and Client are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

The Parties agree to the terms and conditions set forth in this Agreement and in each SOW executed by the Parties referencing this Agreement. Each SOW is incorporated into this Agreement, and the applicable portions of this Agreement are incorporated into each SOW. The several SOWs and this Agreement are herein collectively referred to as the "Agreement".

1. Purpose and Structure of Agreement.

(a) **Purpose of Agreement.** Service Provider desires to enter into an agreement for the provision of certain services to the Client.

(b) **Structure of Agreement.** The Agreement consists of (i) the provisions set forth in this Agreement and the Exhibits referenced herein; (ii) the SOW by and between the Parties; and (iii) any additional SOW executed by the Parties pursuant to the terms of this Agreement, including any Schedules referenced in each such SOW.

(c) **Definitions.** All capitalized terms used in this Agreement shall have the meanings set forth in Exhibit 1. (Definitions) attached hereto. Other capitalized terms used in this Agreement, or any SOW are defined where they are used and have the meanings so indicated.

(d) **Statements of Work.** The services will be described in and be the subject of (i) one or more SOWs executed by the Parties pursuant to this Agreement, and (ii) this Agreement. In the event of any conflict or inconsistency between this Agreement and a SOW, the terms of the applicable SOW shall control, unless such SOW expressly and specifically provides that this Agreement shall control with respect to such conflict.

2. Term of Agreement.

(a) **Term of Agreement.** The Term of the Agreement will begin as of the effective date set forth on the SOW (the "Effective Date") and will terminate upon the latest expiration date provided for in an effective SOW, unless earlier terminated or extended in accordance with the provisions of the Agreement. The term of each SOW will be for the period set forth therein.

3. The Services.

(a) Service Provider will perform certain services and create and provide certain deliverables, as more particularly described in the SOW which will be entered into from time to time and, upon execution by the Parties, will be incorporated and made part of this Agreement (the "Services"). Service Provider shall have no obligation to provide any Services until such time that an SOW has been executed by authorized representatives of both Parties. The existence of this Agreement shall not be construed as imposing any obligation upon the Service Provider to agree to an SOW or to otherwise perform any Services for the Client.

(b) The Parties acknowledge and agree that during the term of the Agreement the Services may be modified and/or expanded from time to time upon a written Change Order executed by authorized representatives of the Parties expressly referencing this Agreement.

(c) Client acknowledges and agrees that Service Provider may use subcontractors and consultants to perform the Services to be provided under this Agreement.

4. Use of AI Tools. Client acknowledges and agrees that Client has instructed Service Provider to use AI Tools in the provision of the Services. Client understands that the AI Tools may be licensed, provided, or hosted by a third-party contractor or licensor and may be deployed or accessed from Service Provider's (or its third-party contractor or licensor's) controlled environment. Accordingly, any AI Inputs (as defined below) including the training content provided by or on behalf of Service Provider (e.g., code, functional specifications, documents, images, audio, video, or data) through the AI Tool may be accessible by such contractors or licensors in connection with the use, support, or hosting of the AI Tools. To ensure compliance with any applicable third-party license terms (including data security requirements) of the AI Tool, and subject to this Agreement, Client will implement any technical and organizational safeguards, settings and/or guardrails reasonably requested by Service Provider for use of the AI Tool (if applicable) and the Work Output. Client further acknowledges that AI Tools and Work Output are not intended for use in: (i) education enrollment or education opportunities, (ii) employment or employment opportunities, (iii) financial or lending services, (iv) essential government services, (v) healthcare services, (vi) housing, (vii) insurance, (viii) legal services, or (ix) any other use that is or becomes regulated and designated under Applicable Laws as a high-risk use (items (i) through (ix) collectively, "High-Risk Uses"); and Client also acknowledges that the AI Tools and Work Output may pose higher risk or may not be suitable for certain purposes. Client agrees that it will not use the Work Output for any High-Risk Uses, and will use reasonable discretion before relying on, publishing or otherwise using Work Output. Client agrees that the Work Output is not a substitute for advice from a qualified professional in any field, including, but not limited to, the financial, tax, or legal fields.

5. Additional Data Obligations.

(a) **Service Provider Obligations.** Service Provider shall implement and maintain reasonable technical and organizational security measures in compliance with Applicable Laws governing Service Provider's use of an AI Tool and the associated data processing. The term Confidential Information (or such other similar term used for confidential or proprietary information disclosed between the Parties under the Agreement) of Client under this Agreement shall also be understood to include (i) any data (including Personally Identifiable Information), (ii) prompt information or other input submitted by or on behalf of Client and/or its users to an AI Tool (item (ii) collectively, "AI Inputs"), and (iii) any engagement or usage data relating to Service Provider's use of an AI Tool.

(b) **Client Data Obligations.** Client will comply with all Applicable Laws and use commercially reasonable efforts to ensure that its AI Inputs and training data are not false, biased, untrustworthy, or manipulated in an unethical or unscientific way. Further, unless otherwise agreed by Service Provider, Personally Identifiable Information should not be provided through the AI Tool.

6. AI Tool Work Output. When Client uses any Work Output, Client shall not claim that those portions of the Work Output solely generated by the AI Tool were created by a human or represent that such portions of the Work Output are an original work of authorship entitled to the same rights as human-created works of authorship under Applicable Laws. Client acknowledges that Work Output may be affected and result in quality degradation due to, but not limited to,

updates or new versions of the AI Tool, prompt or input variation, parameter changes, changes in output due to feedback loops, unlawful content in the training data, or errors or inaccuracies in Client's AI Inputs.

7. Fees and Expenses.

(a) **Fees.** As compensation for performing all Services specified in this Agreement and for assuming all duties, responsibilities, and obligations required by this Agreement, Client will compensate Service Provider for all fees (the "Fees") incurred in accordance with (i) the terms of this Agreement and any SOW entered into by the Parties. Service Provider may increase the hourly rate charges for the Services by providing the Client with at least fifteen (15) days' written notice of such increases. Rates are exclusive of taxes, levies, duties, governmental charges, and expenses (with the exception of any Service Provider's income taxes), which amounts will be billed to and paid by Client.

(b) **Expenses.** Client shall pay Service Provider for the reasonable expenses including, but not limited to, out of pocket travel and living expenses, incurred by Service Provider and its personnel in connection with its performance of the Services (the "Expenses").

(c) **Billing and Payment.** Unless other billing and payment terms are provided for in an SOW, Service Provider shall prepare and submit invoices to the Client via mail, email, or facsimile for all Services performed and Expenses incurred on a monthly basis. Client shall pay invoices in U.S. dollars within fifteen (15) days of the date of Service Provider's invoice. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by the Service Provider. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due to Service Provider shall be subject to interest charges, from the date due until paid, at the rate of one and one-half percent (1.5%) per month, or the highest interest rate allowable by Law (whichever is less), payable monthly. If any amount due to Service Provider from Client becomes past due for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Service Provider's obligations under this Agreement.

(d) **Compliance with Laws; Permits and Licenses.** Client agrees, at its own expense, to operate in full compliance with all governmental laws, regulations and requirements applicable to the duties conducted hereunder. It shall be the responsibility of the Client to pay for any necessary licenses, permits, insurance and approvals as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in an SOW.

8. Warranty. The Services to be performed hereunder are in the nature of television, film, and digital media content creation services. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider only warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 8 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS

WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD-PARTY VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY SOW OR OTHERWISE. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

CLIENT ACKNOWLEDGES THAT WHILE THE DEVELOPMENT OF THE WORK OUTPUT PROVIDED TO CLIENT MUST INVOLVE HUMAN OVERSIGHT AND/OR CONTRIBUTION BY SERVICE PROVIDER, THE WORK OUTPUT PROVIDED MAY NOT BE COMPLETELY ERROR-FREE OR UP TO DATE.

9. Ownership of Work Product.

(a) **Ownership.** Unless otherwise agreed upon by the Parties in writing, Service Provider acknowledges and agrees that any Work Output developed by Service Provider for Client shall be deemed “work made for hire” by Client under applicable copyright law, and all copyrights to such Work Output will be the sole property of Client as if created or developed by Client. If any Work Output does not qualify as a work made for hire under applicable copyright law, Service Provider hereby assigns to Client all rights, title, and interest, including but not limited to all associated proprietary or intellectual property rights, in and to the Work Output. Service Provider waives all moral rights to the Work Output, including, but not limited to, the right to the integrity of the Work Output, the right to be associated with the Work Output as the author by name or under a pseudonym, and the right to remain anonymous.

(b) **Ownership Limitations.** Since Work Output may not solely be an independent or human-originated work, certain jurisdictions, including the United States, may not recognize the copyright in the Work Output or portions thereof. To the extent that Work Output is provided as a part of the Services to Client or as a deliverable itself under the SOW, Client’s ownership of the intellectual property rights in or to the Work Output may be subject to third-party rights in the training data used to create and derive the Work Output and recognition of the available protection for the Work Output under Applicable Laws. Consequently, Client understands that Service Provider may not be able to assign any or all intellectual property rights in or to the Work Output to Client. Further, Client understands and acknowledges that AI Tools may produce similar output/responses for other clients of Service Provider (e.g., resulting from the submission of inputs similar to AI Inputs), and that as a result, Client’s rights in Work Output may not be enforceable against certain third parties.

(c) **Retained Rights.** Client shall retain all right, title and interest in and to (i) all materials developed or licensed by Client prior to the Effective Date, including but not limited to any pre-existing intellectual property, data, designs, and other works of authorship, and (ii) all AI Inputs, and all rights, title and interest therein shall remain vested in Client. Likewise, Service Provider shall retain all right, title and interest in and to all pre-existing intellectual property, information, data, software, tools (including pre-existing AI Tools), programs, specifications,

works of authorship, inventions, techniques, concepts and ideas, and other materials developed or licensed by Service Provider prior to commencement of the Services, including any intellectual property or proprietary rights in any AI Tool-powered services and corresponding output ("Service Provider Pre-Existing Materials"), and all rights, title and interest therein shall remain vested in Service Provider. To the extent any Work Output includes or incorporates any Service Provider Pre-Existing Materials, such rights are owned and shall be retained by Service Provider, and Service Provider hereby grants to Client a limited, non-exclusive, irrevocable, sub-licensable, transferable, and royalty-free, fully paid-up license to such Service Provider Pre-Existing Materials to the extent necessary for Service Provider's use and exploitation of such materials in accordance with Client's ownership rights to the Work Output as described herein and in the SOW, solely in the format so incorporated.

10. Confidential Information.

(a) **Confidential Information.** Client acknowledges that by reason of its relationship to Service Provider hereunder, Service Provider may disclose or provide access to Client certain Confidential Information. "Confidential Information" shall mean (i) information concerning Service Provider's products, business and operations including, but not limited to, information relating to business plans, financial records, Clients, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, Trade Secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of Service Provider and its affiliates that may be at any time furnished, communicated or delivered by Service Provider to Client, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; and (iii) all other non-public information provided by Service Provider hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement, or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of Service Provider.

(b) **Use of Confidential Information; Standard of Care.** Client shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants, and representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. Client shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Client shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Client shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Service Provider's Confidential Information for any other purpose or for the benefit of any Third Party, without the prior written approval of Service Provider. Client shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

(c) **Exceptions.** Confidential Information does not include information that: (a) was lawfully in Client's possession before receipt from Service Provider; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of Client; (c) is developed by Client independently of any Confidential Information it receives from Disclosing Party; (d) Client receives from a Third Party free to make such disclosure without, to the best of Client's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Client with Service Provider's prior written approval.

(d) **Required Disclosures.** If Client is confronted with legal action to disclose Confidential Information received under this Agreement, the Client shall, unless prohibited by applicable law, provide prompt written notice to Service Provider to allow Service Provider an opportunity to seek a protective order or other relief it deems appropriate, and Client shall reasonably assist Service Provider in such efforts. If disclosure is nonetheless required, Client shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

(e) **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event Client discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify Service Provider; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to Service Provider for which there may be no adequate remedy at law. In such event Service Provider shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in Law or at equity.

(f) **Return of Confidential Information; Survival.** Client shall promptly return or, at Service Provider's option, certify destruction of all copies of Confidential Information at any time upon request or within ten (10) days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of this Agreement, Client's obligations to protect the Confidential Information pursuant to this Section 10 will survive for two (2) years after the expiration or earlier termination of this Agreement.

11. Indemnification.

(a) Client agrees to indemnify, defend, and hold the Service Provider and its Affiliates and their respective officers, directors, employees, and agents harmless from and against any and all Third Party Claims, Losses, liabilities, damages, expenses, and costs, including attorney's fees and court costs, arising out of the Client's (i) negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. Client's liability under this Section 11 shall be reduced proportionally to the extent that any act or omission of Service Provider, or its employees or agents, contributed to such liability. Client shall provide Service Provider with prompt written notice of any Claim and give complete control of the defense and settlement of such Claim, and shall cooperate with Service Provider, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give Client prompt notice to the extent such lack of notice prejudices the defense of the Claim.

(b) Client shall further indemnify, defend, and hold harmless Service Provider and its Affiliates, directors, officers, employees and agents (together, the "Service Provider Indemnitee(s)") from and against any and all losses, liabilities, damages, and claims, and all related costs and expenses (including without limitation reasonable attorney's fees) incurred by any such Service Provider Indemnitee arising out of or relating to any third-party claim, suit, action, or other legal proceeding in connection with (i) an allegation that any content or materials submitted by Client to Service Provider (including, but not limited to, the AI Inputs), and/or the Service Provider's use thereof infringes, misappropriates, or otherwise violates the personal or proprietary rights of any Third Party; (ii) an allegation that any content or materials submitted by Service Provider to Client (including, but not limited to, the Work Output), and/or Service Provider's use thereof infringes, misappropriates, or otherwise violates the personal or proprietary rights of any Third Party, and (iii) Client's violation of Applicable Laws, gross negligence, or willful misconduct.

SECTION 11 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

12. Limitation of Liability; Actions. EXCEPT FOR THE SERVICE PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE UNDER THIS AGREEMENT TO THE CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

FOR AVOIDANCE OF DOUBT, THE SERVICE PROVIDER'S TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING ALL SOWS), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES ACTUALLY PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THE SOW AS OF THE DATE THE CLAIM FIRST AROSE

13. Cooperation of Client. Client agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider's personnel with access to all documents as may be reasonably necessary for the performance of the Services under the Agreement. Client agrees to furnish without charge adequate space at Client's premises for use by Service Provider's personnel while performing the Services.

14. Termination.

(a) **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

(b) **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. § 365.

(c) **Termination for Convenience.** Service Provider may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

(d) **Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination Client shall return Service Provider's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Service Provider any Service Provider Equipment, materials or other property of the Service Provider relating to the terminated Services which are in Client's possession or control.

15. **Non-Solicitation.** During the term of this Agreement and for two (2) years following the expiration or termination date of the Agreement, Client agrees not to directly solicit or induce any Service Provider employee that has interacted with Client or has been involved, directly or indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Client.

16. **Relationship of the Parties.** The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or

implied) to create any duty or obligation of the other Party. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

17. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

18. Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of Law of such state. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Wilmington, Delaware. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

19. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.

20. Collection Expenses. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.

21. Assignment; No Third Party Beneficiaries. The Service Provider may subcontract its obligations and rights to a Third Party. There are no third-party beneficiaries to this Agreement.

22. Severability. If any provision or portion of this Agreement shall be rendered by Applicable Law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

23. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they pertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

24. Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

25. **Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law or equity.

26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

27. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

28. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the address set forth in the SOW.

29. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

30. **Entire Agreement; Modification.** This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

31. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit 1. Definitions

Exhibit 1

Definitions.

The following terms used in the Agreement shall have the meanings indicated:

AI Tool means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, and generates new content based on the inputs provided to it. Examples of an AI Tool with the foregoing characteristics can include, without limitation, a computer system, software, platform, or feature that exhibits or utilizes algorithms and training data and/or human-level intelligence and cognitive skills, such as reasoning, learning, problem solving, perception, prediction, planning, creativity, and manipulation of data, to perform tasks, analyse data, or make or assist in making decisions.

Affiliate means, with respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

Agreement means the Master Services Agreement, all Exhibits thereto, all Statements of Work executed pursuant to the Master Agreement, and all Schedules thereto, which documents are incorporated into the "Agreement" by this reference.

Applicable Law means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority. For avoidance of doubt, "Law" shall include, without limitation, those laws governing use of artificial intelligence tools or those that are otherwise relevant to the use of an AI Tool by, or provision of an AI Tool to, either Party (including all laws and regulations governing data privacy, information security, and consumer protection) and, solely to the extent applicable to the Parties, Regulation 2024/1689 (EU AI Act).

Change Order means a document that amends a SOW.

Claim means any civil, criminal, administrative, regulatory or investigative action or proceeding commenced or threatened by a Third Party, including Governmental Authorities and regulatory agencies, however described or denominated.

Client means the name of the person or entity set forth of the SOW.

Derivative Work means a derivative work as defined in Title 17 U.S.C. § 101, as amended.

Deliverables means, as further specified in a SOW, results of the Services to be provided by Service Provider to Client, including output produced in electronic written or verbal form.

Dispute means any dispute, controversy, or Claim, including situations or circumstances in which the Parties are required to mutually agree on additions, deletions or changes to terms, conditions, or Charges, arising out of, or relating to, the Agreement.

Effective Date means the date on which Service Provider begins to provide Services pursuant to an SOW to the Client as agreed upon by the Parties. There may be a separate Effective Date with respect to any particular Services or set of Services.

Execution Date means the date of execution of a SOW by the Parties as set forth on the initial page thereof.

Exhibit means an attachment to the Master Agreement as such attachment may be amended.

Governmental Authority means any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-Governmental Authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto or otherwise which exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

Intellectual Property Rights means any and all intellectual property rights existing from time to time under any Law, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

Losses means any judgments, settlements, awards, losses, charges, liabilities, penalties, interest claims (including Taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses and other charges (including all reasonable attorney's fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties), however described or denominated.

Person means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a Governmental Authority.

Personally Identifiable Information (PII) means personally identifiable information of individuals, and any information that may be used to track, locate or identify such individuals (including, without limitation, names, addresses, credit card numbers, account numbers, specific items ordered, and also denominations and quantities ordered by Clients and aggregate Client and/or product information if any individual person can be identified from such information), which is generated by or disclosed to Service Provider or any Service Provider Representatives in connection with the Services, and includes such information of the Client employees and of

individuals who seek to obtain, obtain or have obtained products or services from the Client and/or who have been solicited by or on behalf of the Client.

Service Provider as the meaning set forth in the Preamble.

Service Provider Equipment means all equipment owned or leased by Service Provider that is used, directly or indirectly, to provide the Services.

Statement of Work or SOW means a statement of work entered into by the Parties describing the Services to be provided by Service Provider under that SOW and the attached Schedules.

Statement of Work Term means the term of an applicable SOW, as set forth therein.

Services means (i) services, functions, responsibilities, activities, tasks and projects to be performed by Service Provider set forth in the SOW, as they may evolve and be supplemented and enhanced during the Term; (ii) the functions, responsibilities, activities, tasks and projects not specifically described in the SOW as a part of Services which are required for the proper performance and provision of the Services or are an inherent part of, or necessary subpart included within, the Services; (iii) services, functions, responsibilities, activities, tasks and projects that are of a nature and type that would ordinarily be performed by a company in the Client's industry sector, even if not specifically described in the SOW; and (iv) services, functions, responsibilities, activities, tasks and projects routinely performed by the Service Provider personnel and subcontractors who are transitioned to Client, displaced or whose functions were displaced as a result of the SOW, even if not specifically described in the SOW.

Software means any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related documentation and supporting materials therefor, in any form or medium, including electronic media.

Tax means federal, state, and local sales, use and other similar types of transfer taxes or fees, however designated or imposed, which are in the nature of a transaction tax or fee, but not including any taxes, duties or fees imposed on or measured by net or gross income or gross receipts, capital stock or net worth or in the nature of an income, capital, franchise, or net worth tax.

Third Party means a business or entity other than the Client or the Service Provider or any of their respective Affiliates.

Trade Secrets means with respect to a Party and/or designated group including such Party, information related to the services and/or business of the disclosing Party or such group, and/or of a Third Party, which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party and/or such group that are reasonable under the circumstances to maintain its secrecy, including (i) marking any information clearly and conspicuously with a legend identifying its confidential or proprietary nature; (ii) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or (iii) otherwise treating such information as confidential or secret. Assuming the criteria in sections (a) and (b) above are met, Trade Secrets include, but are not limited to, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, designs, programs, financial plans, product plans, and lists of actual or potential Clients and suppliers.

Work Output means, for the purpose of this Agreement, (i) the corresponding output (e.g., data, text, sound, video, image, code, or other content) generated by an AI Tool under the SOW, and (ii) if expressly agreed to by the Parties in writing, an AI Tool(s) prepared for and assigned to Client by Service Provider under this Agreement or SOW.

STATEMENT OF WORK

1. **Introduction.** This Statement of Work (the "SOW") is effective as of [date] (the "Effective Date") and is made by and between Narrative Coders, LLC, a Delaware limited liability company ("Service Provider") and [] ("Client"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement (as defined below).

2. Services; Charges.

(a) **Services.** Service Provider will provide to the Client the Services as set forth on Schedule A attached hereto. The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this SOW are defined in the Agreement, this SOW, and any schedules attached hereto.

(b) **Charges.** In consideration of the Services, Client shall pay to Service Provider an amount equal to \$[●].

3. Term/Effective Date/Survival/Renewal.

(a) **Term and Effective Date.** The term of this SOW shall begin on the Effective Date and shall continue until the earlier of (i) the completion of the Services by Service Provider, or (ii) [term], subject to Section 14 of the Agreement (the "Term").

(b) **Survival.** Upon the expiration or earlier termination of this SOW, the following Sections of the Agreement shall survive any such expiration or termination in accordance with their terms: Sections 10, 11 and 15.

4. **Service Provider Direct Damages Cap.** The Service Provider Direct Damages Cap relating to this SOW shall be \$[].

5. **Incorporation; Master Services Agreement.** Each SOW entered into by and between Company and Client expressly incorporates by reference, and is subject in all respects to, the terms and conditions of the Master Services Agreement, as amended from time to time (the "Agreement") available at <https://www.narrativecoders.com/msa>. By executing or otherwise accepting an SOW (including by signature, electronic acceptance, or commencement of performance thereunder), Client acknowledges that it has read, understands, and agrees to be bound by the Agreement, as if Client had executed this Agreement directly, whether or not Client has separately executed this Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and any SOW, the Agreement shall control, unless the applicable SOW expressly states, by specific reference to the applicable section(s) of the Agreement, that such provision is intended to supersede the Agreement. The Agreement, together with each SOW executed hereunder, constitutes a single integrated agreement between the parties with respect to the applicable services.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS SOW, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS SOW, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

Accepted by:

NARRATIVE CODERS, LLC

By: _____

Name: Alexandre Péron

Title: Chief Executive Officer

Date:

Accepted by:

[If an entity]:

[_____]

By: _____

Name: _____

Title: _____

Date:

[If an individual]

[Name]

Date:

Schedule A

Services

[Include detailed services that Service Provider will provide to Client.]