

Master Service Agreement

This Master Service Agreement ("Agreement") is made between SingleWave, LLC headquartered in St. Charles, Missouri ("Service Provider"), and Customer. The Customer is an entity that engages the Service Provider to render Services via a statement of work(s).

Updated 26 October 2023

The parties agree as follows:

1. Services

- a. **General.** The Service Provider agrees to provide the Customer the services set for in statements of work(s).
- b. **Service Changes.** The Service Provider may change the services provided to the Customer under this Agreement from time to time. The Managed Services are referred to as the "Services."
- c. **Exclusions and Assumptions for Managed Services**
 - i. **Line of Business Applications** – Unless otherwise stated in a statement of work, line of business applications such as accounting packages, customer relationship management (CRM) software, engineering software, CAD software, enterprise resource planning (ERP) software, etc., fall outside the scope of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however, problems specific to the application or network problems caused by the application are excluded. The customer must maintain current support agreements with vendors of these products to receive the Service Provider's assistance with these applications.
 - ii. **Project & Integration Work** – Project & integration work is defined as any service designed to add or increase functionality or capacity; in other words, any work not designed to support existing systems or persons. Projects will be quoted and billed separately from recurring service contracts. Project and integration work will be identified to the Customer via a statement of work or estimate before any work is performed.
 - iii. **Limitations of Technology** – The Customer acknowledges that technologies are not universally compatible and that there may be software, services, or devices that the Service Provider may be unable to monitor, manage, or patch. The Service Provider agrees to inform the Customer when such a situation exists. The customer agrees to correct the situation if applicable and to hold the Service Provider harmless in any case.
 - iv. **Software Patching Disclaimer** - There are risks associated with applying and failing to apply patches and risks associated with installing software patches. The Service Provider constantly reviews and updates software in line with our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems. Patch definitions and antivirus definitions

are distributed by their respective software vendors. As such, the Service Provider has no direct control over the software's effectiveness or lack thereof.

2. Term and Termination

- a. Contract Term.** The term of the agreement will be defined in the Statement of Work(s). If the contract term is not specified, it will be monthly and automatically renewed each month.
- b. Termination.** This Agreement may be terminated as follows: (i) either party may terminate this Agreement at the end of a contract term with sixty (60) days' written notice to the other party prior to the end of the initial or additional term; (ii) upon Service Providers failure to perform or observe a material term or condition of this Agreement and failure to correct within thirty (30) days after receipt of written notice from the Customer of such failure, the Customer may terminate the Services affected by such breach; and (iii) upon the Customer's failure to pay any outstanding charges within ten (10) days of receipt of written notice from Service Provider of delinquency, the Service Provider may terminate this Agreement.
- c. Effect of Termination.** Upon termination of this Agreement, the Customer will be liable for all charges incurred as of the date of termination, all future charges due during the term of this Agreement, and, if applicable, any costs caused by the Customer's early termination.
- d. Termination for Health and Safety.** Service Provider reserves the right to suspend or terminate the Agreement if, in its sole discretion, conditions at the service site pose a health or safety threat to any of our representatives.
- e. Offboarding.** All fees must be paid in full before receiving offboarding assistance. The Service Provider will facilitate the termination of this Agreement by providing administrative credentials held by the Service Provider and instructions on removing the Service Provider's software. If additional assistance is required during offboarding and the request occurs after the effective termination date, the Service Provider will bill the Customer at the Service Provider's standard hourly rate. Services are provided based on the Service Provider's availability and best efforts.
- f. Software Licensing.** The Service Provider may purchase software on the customer's behalf to support the services provided. The Service Provider and the Customer will work together to transition any relevant Microsoft, Google, or other software licensing held by the Service Provider to the Customer in the event of termination. After termination, the Customer is responsible for all direct costs associated with this software.

3. Payment Terms

- a. Fees.** The fees for Services ("Fees") are outlined in the Statement of Work(s). Fees will be invoiced to the Customer and, unless otherwise stated in a statement of work, are due upon receipt.
- b. Scope Changes.** Fees are based on a specific scope and may be adjusted if the scope of the service changes. The Customer will be allowed to reduce the number of users or devices before incurring other expenses.
- c. Pricing.** The Service Provider retains the right to change pricing annually. These increases will not exceed 10% of such fees annually.
- d. Taxes.** Amounts payable by the Customer hereunder do not include local, state, or federal sales, use, value-added, or other taxes based on work or services provided under this

Agreement. The Customer will pay all such taxes as may be imposed upon the Service Provider or the Customer, except income taxes imposed on the Service Provider.

- e. **Failure to Pay.** Customer acknowledges that its failure to pay any of the fees under this Agreement in a timely manner will be a material breach of this Agreement, for which Service Provider may, in addition to pursuing all other remedies, withhold Services or Data and/or terminate this Agreement.

4. Customer Responsibilities

- a. **Authorized Contact.** The Customer will identify one individual as the Service Provider's primary customer contact and another as the secondary contact. Such contacts have authorization to make decisions on behalf of the Customer and may be relied upon by the Service Provider when providing Services.
- b. **Provision of Materials and Services by Customer.** At its expense, the Customer shall timely furnish all personnel necessary internet connectivity, hardware, software, software licensing, and related materials, as well as appropriate and safe workspaces for the Service Provider to provide the Services. The Customer shall also provide the Service Provider with access to all information, passwords, and facilities requested by the Service Provider that are necessary for the Service Provider to perform the Services. If access is denied for any reason, the Customer understands that the Service Provider may be unable to perform its duties adequately, and the Service Provider will be held harmless.
 - i. **Site Access.** If appropriate, the Customer will be responsible for obtaining proper and adequate permission and credentials for the Service Provider to enter and operate within the lands, properties, and premises designated as the Customer's work area.
 - ii. **Username and Passwords.** The Customer acknowledges that the Service Provider must have access to any and all systems and resources, including any and all usernames and passwords, to perform its duties under this agreement.
- c. **Customer Responsibility for Equipment.** The Customer shall provide a suitable environment for any equipment at the Customer's facility. This environment includes appropriate temperature, static electricity, humidity controls, and a properly conditioned electrical supply. The Customer shall bear the risk of loss of any Equipment located at the Customer's facility.
- d. **Additional Material.** The Customer acknowledges that from time to time, the Service Provider may identify additional items that need to be purchased by the Customer and changes in the Customer's system that may be required for the Service Provider to meet the Customer's requirements. The customer agrees to work in good faith with the Service Provider to make such purchases and changes.
- e. **Software Installation.** If the Customer requires the Service Provider to install software as part of the Services, the Customer will independently confirm and hereby warrant that all such software is properly licensed.
- f. **Notification of Other Services.** The Customer will inform the Service Provider before making any modification, installation, or service performed on the Customer's network or other information technology equipment.
- g. **Cybersecurity Insurance and Disclosure.** No cybersecurity solution can guarantee protection against any and all hacking, cyber-attacks, electronic fraud, data breaches, etc. Customer shall maintain sufficient cyber security insurance as deemed appropriate by the

Customer and qualified Insurance Broker. In no event, including the negligent act or omission on its part, will the Service Provider, whether under these Terms, a statement of work, other contract documents or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of a data breach or cyber-attack, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any hacking, criminal act, act of terrorism, security breach, strike or similar labor action, or act of war.

5. Proprietary Rights.

- a. Service Provider's Intellectual Property.** The parties agree that the Service Provider may use preexisting proprietary computer software, methodology, techniques, tools, algorithms, materials, ideas, skills, or other intellectual property owned by the Service Provider or its licensors and may create additional intellectual property based on the performance of the Services ("Service Provider IP"). Customer agrees that any and all rights to the Service Provider IP are the sole and exclusive property of the Service Provider. The Customer hereby assigns to the Service Provider any right it may have in any of the foregoing.
 - b. Restriction on Service Provider Intellectual Property.** The Customer will not copy, use, modify, or distribute any Service Provider IP except as provided in this Agreement.
 - c. Customer Data Ownership and Responsibility.** The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information, or material proprietary to the Customer or provided or submitted by the Customer while using the Services ("Customer Data"). Service Provider shall not be liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data. The Customer has and shall retain ownership of all Customer Data. If this Agreement is terminated, the Service Provider shall make available to Customer a file of the Customer Data in the Service Provider's possession within thirty (30) days of termination upon Customer's request at the time of termination, at Customer's expense.
- 6. Relationship of Parties, Non-Solicitation.** The Service Provider is an independent contractor. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed to create a joint venture or partnership between the parties. During the term of this Agreement and for one (1) year thereafter, a party will not, without the prior written approval of the other party, solicit for employment any employee of the other party or directly or indirectly induce any such employee to terminate employment with the other party.
- 7. Warranty.** The Service Provider warrants that it will exercise commercially reasonable efforts to perform the Services. For any breach of the foregoing warranty, the Service Provider will re-perform any non-conforming Services that were performed within the ten (10) business day period immediately preceding the date of the Customer's written notice to the Service Provider, specifying in reasonable detail such non-conformance. If the Service Provider

concludes that conformance is impracticable, then the Service Provider will refund all fees paid by the Customer to the Service Provider, if any, allocable to such nonconforming Services. Product warranties for third-party products, if any, are provided by the manufacturers thereof and not by the Service Provider. The service Provider's sole obligation is to act on behalf of the Customer to assist in the satisfaction of any such warranty.

8. Disclaimers

- a. Exclusive Remedies.** The remedies set forth in Section 7 (Warranty) shall be Customer's exclusive remedies and Service Provider's sole obligation and liability for any claim that (i) a Service or other deliverable does not conform to the warranties hereunder, or (ii) the Services were performed improperly.
 - b. Acts Within Customer's Control.** Service Provider shall not be responsible for impairments to the Services caused by acts within the control of the Customer or its employees, agents, contractors, suppliers, or licensees, the interoperability of Customer applications, or other cause reasonably within Customer's control and not reasonably related to Services provided hereunder.
 - c. WARRANTY DISCLAIMER.** EXCEPT FOR WARRANTIES MADE BY SERVICE PROVIDER IN SECTION 7, THE SERVICES AND ANY DELIVERABLES ARE PROVIDED STRICTLY "AS IS." SERVICE PROVIDER MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO SERVICES OR ANY DELIVERABLES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. THE SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET THE CUSTOMER'S REQUIREMENTS, OR WILL OPERATE IN THE COMBINATIONS THAT THE CUSTOMER MAY SELECT FOR USE, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
- 9. LIMITATION OF LIABILITY.** THE SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. THE SERVICE PROVIDER'S LIABILITY TO CUSTOMER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES IN AN AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNTS PAID BY CUSTOMER OF ANY SERVICES DURING THE SIX (6) MONTH PERIOD PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM FOR DAMAGES. THESE LIMITATIONS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR STRICT LIABILITY.
- 10. Force Majeure.** With the exception of Customer payment for Services, neither party shall be responsible for any failure to perform or delay caused where such failure or delay is due to circumstances reasonably beyond the party's control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, pandemic, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

11. Miscellaneous.

- a. **Confidentiality.** “Confidential Information” means all non-public technical or business information disclosed by one party to the other party and marked as proprietary. The receiving party shall hold such Confidential Information in confidence after the termination of this Agreement, restrict disclosure of such information solely to its employees with a need to know, and use a degree of care no less than the degree of care it uses for its own confidential information to prevent the unauthorized disclosure, use or publication of confidential information.
- b. **Severability.** If any provision of these Terms is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision will be automatically reformed and construed to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of these Terms will not render invalid the remainder of the Terms.
- c. **Entire Agreement, Modifications, Waiver, Assignment; Jurisdiction.** This Agreement, together with the statement of work(s), contains all the agreements, representations, and understanding of the parties and supersedes any previous understandings, commitments, or agreements, oral or written with respect to the subject matter of the Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. No failure on the part of either party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Customer may not assign its rights or obligations under this Agreement without Service Provider’s prior written consent, which shall not be unreasonably withheld. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts of Missouri.
- d. **Changes of Terms and Conditions.** Terms and conditions, including services, are subject to change by the Service Provider. The Service Provider will notify you of any such changes via email to the Authorized Contact. The Customer may reject such changes by delivering written notice, via email, to us of cancellation of the agreement within 10 days from the date of such notice. Cancellation pursuant to this paragraph will be without penalty to you. The Customer’s continued use of our services after the 30-day notice period has expired constitutes the Customer’s acceptance of revised terms, condition, and/or services.
- e. **Notices.** All notices under this Agreement must be in writing. Notices may be sent by any reasonable means, including U.S. Mail, courier, overnight delivery service (e.g., Federal Express), or electronic mail (e-mail).
- f. **Counterpart and Electronic Signatures.** These Terms are executed as part of your Statement of Work. By agreeing to the Statement of Work and executing the Statement Of Work that you have read and understood these Terms, these Terms are now part of, and integrated into, the Statement of Work, and each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument. Your electronic signature on the Statement of Work will have the same validity and effect as a signature affixed by your hand.