



Master Services Agreement — The Apollos Project

This Master Services Agreement (this "Agreement") governs Customer's use of The Apollos Project software and Company's services.

BY ACCEPTING THIS AGREEMENT THROUGH EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was revised on March 13, 2024 and is effective between Customer and Differential Dev Shop, LLC (Company) as of the date of Customer's accepting this Agreement (the "Effective Date").

WHEREAS, Company is the managing member of The Apollos Project LLC, which is a wholly-owned subsidiary of Company and may be considered the same entity when referred to in this agreement.

WHEREAS, Company has developed a certain software platform that will facilitate certain applications and technology services for churches and parachurch organizations (the "Apollos Services"); and

WHEREAS, Customer desires to be integrated into and use the Apollos Services, and to retain Company to perform consulting/programming services to utilize and integrate the Apollos Services for Customer's own application and technology platform upon the terms, covenants, and conditions contained herein; and

WHEREAS, Company desires to integrate Customer into the Apollos Services; and

WHEREAS, in addition to the Apollos Services, Company and Customer may desire to design and provide certain custom features and other consulting and design services in support of Customer's usage of the Apollos Services ("Additional Services"), and desire to execute this Agreement to establish in writing the terms and conditions related to the Additional Services.

NOW, THEREFORE, in consideration of good and valuable consideration and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Apollos Services

(a) Company will provide initial implementation and monthly platform support for the Apollos Services as set forth in the Apollos Customer Agreement, from which this Master Services Agreement is referenced, and which is incorporated by reference into this Agreement.

(b) Customer shall receive a non-exclusive, non-transferable right to access Apollos Services (the multi-tenant app platform) designed and customized for Customer by Company. Notwithstanding anything to the contrary in this Agreement or the Apollos Customer Agreement, Customer shall not have any right of ownership of any intellectual property that exceeds the scope of the license contained in this Agreement and/or the Apollos Services.

2. Company's Additional Services

(a) In addition to providing access to Apollos Services, Company shall provide consulting services to Customer, as Customer may reasonably require, as set forth in the Apollos Customer Agreement.

(b) The Additional Services rendered by Company shall be provided by Company as an independent contractor, and not as an employee, partner, or joint venturer.

Customer may, from time to time, desire to have new features developed which may benefit their organization (as well as other customers of Apollos) and to have those new features added to the Apollos Core codebase, where they can be more efficiently supported on an ongoing basis. In this event, Company may, at their sole discretion, choose to assign a higher priority to put development resources toward fulfilling this type of request, for a fee, as a "Capital Project". To be initiated, if additional resources are required to fund development, all Customer requested Capital Projects will be defined under their own statement of work, or as an amendment to the Apollos Customer Agreement, and signed by both parties.

3. Ownership Of Work

(a) Company will own all right, title and interest in and to the Deliverables of any Additional Services provided to Customer. For purposes of this Agreement, the term "Deliverables" shall mean any deliverables created by Company during the performance of the Additional Services as identified in this Agreement. Deliverables exclude any Company Intellectual Property (defined below), any new intellectual property developed through a Capital Project, and any intellectual property related to the Apollos Services.

(b) Company will own right, title, and interest in all Company Intellectual Property. To the extent the Deliverables contain or include any Company Intellectual Property, Company hereby grants to Customer and its affiliates a limited right and license to use, execute or copy, the Company Intellectual Property solely for its internal business purposes and solely in connection with Customer's use of the Deliverables. For purposes of this Agreement, the term "Company Intellectual Property" means, collectively, (i) all "Pre-Existing Works," which shall mean all work product created, conceived, developed or first reduced to practice by Company, either solely or in collaboration with others, prior to Company's delivery of the services under the Apollos Customer Agreement including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses,

(ii) all “Derivative Works,” which shall mean a work which is based upon or related to one or more Pre-Existing Works such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such Pre-Existing works may be recast, transformed, or adapted, whether that work stands alone or is combined with other works and which may include processes, methods and procedures, and (iii) methodologies, concepts, know-how and techniques utilized to produce the Deliverables (and any improvements or modifications thereto developed in the course of providing the services) and any ideas, concepts, text, formats and industry best practices which are of a generally applicable nature and do not include or reference the confidential information of Customer.

(c) Customer shall not own, nor have any claim of interest in any intellectual property contained in Apollos Services.

(d) Customer will own right and title to receive data saved in Company-owned database(s) associated with their organization’s end-user accounts in the event Company and/or The Apollos Project, LLC is; (a) dissolved or liquidated or takes any corporate action for such purpose; (b) makes a general assignment for the benefit of creditors; or (c) has a receiver, trustee, custodian, or similar agent appointed by order of any court or competent jurisdiction to take charge of or sell any material portion of its property or business.

4. Term. Customer hereby agrees to retain Company, and Company hereby agrees to provide all services hereunder, until terminated by either party as set forth in the Apollos Customer Agreement.

5. Compensation. Customer shall pay Company the fees set forth in the Apollos Customer Agreement (“Fees”). Fees shall be due in full as identified on the invoice from Company. If Fees are not paid by the due date set forth on an invoice, Customer shall pay to Company an administrative charge of \$175 in addition to the amount of the invoice. If Fees are not paid in full, with the accrued administrative charge, within thirty (30) days of the due date on the invoice, the delinquent balance shall accrue interest of five percent (5%) each subsequent month until the total amount outstanding is paid. Company reserves the right to remove product from viewing on the internet or other medium until final payment is made. If case collection proves necessary, Customer agrees to pay all fees incurred by that process.

6. Severability. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

7. Assignment. Customer may only assign its rights under this Agreement with written consent from Company, such consent not to be unreasonably withheld. The rights and duties of, and benefits to,

Company hereunder are personal, and no such right, duty, or benefit may be assigned by Company without the prior written consent of Customer.

8. Confidentiality. During the term of this Agreement and afterward, Company will use reasonable care to prevent the unauthorized use or dissemination of Customer's confidential information. Reasonable care means at least the same degree of care Company uses to protect its own confidential information from unauthorized disclosure. All information of Customer's not specifically deemed as 'public' by Customer shall be considered confidential by Company. Confidential information does not include information that is or becomes public knowledge through no fault of Company.

9. Non-Solicitation/Non-Circumvention. Customer and Company agree that Customer will have direct contact with employees of Company, but will not solicit any employee or contractor of Company to work for Customer directly. Neither Customer, nor any of Customer's affiliates, subsidiaries, agents or principals, shall hire, retain, or otherwise solicit any employee of Company during the term of this Agreement and for a period of one (1) year following the termination of this Agreement. In the event Customer violates this covenant without express written consent of Company, Customer shall pay liquidated damages equal to 6 months of the ongoing support and maintenance fees under the Customer Agreement

10. Warranties. Company warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. Customer must report any deficiencies in Company's services to Company in writing within 30 days of performance to receive warranty remedies. Company warrants that to the best of its knowledge, there are no viruses in any portion of the deliverables and software, that it has used commercially reasonable efforts to ensure that the deliverables and software are free of computer viruses and has undergone virus checking procedures consistent with industry standards. Customer's exclusive remedy for any breach of the above warranty shall be the reperformance of Company's services during the License & Support period. Such reperformance to include correcting, re-performing, repairing, or replacing any nonconforming software, software bugs or Deliverables. If Company is unable to reperform the services, Customer shall be entitled to recover only the portion of the Fees paid to Company for non-compliant services, if applicable. Any remedy permitted under this Section 10 shall only apply during the term of the Apollos Customer Agreement.

Company warrants that it owns and possesses all rights and interests in the deliverables and software necessary to enter into this Agreement, and/or has the license rights, legal permission and authority with respect to any software used by Company to deliver any of the services or work called for under this Agreement, and that Company has the authority to convey and grant the licenses granted to Customer by Company under this Agreement, free and clear of any liens and encumbrances, and that the use of any deliverable, software and any and all of the other products, and work produced by Company for Customer as described in this Agreement will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark, or other proprietary or intellectual property rights of any third party.

11. Limitations of Liability.

(a) In no event shall any party to this Agreement be liable to any other party for lost profits, or special, incidental or consequential damages (even if the party has been advised of the possibility of such damages).

(b) Company's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of Fees paid by Customer under this Agreement.

(c) Customer and Company shall indemnify each other against all claims, liabilities and costs, including reasonable attorney fees, of defending any third-party claim or suit arising out of or in connection with either party's performance or non-performance under this Agreement. Customer and Company shall promptly notify each other in writing of such claim or suit and the accused party shall have the right to fully control the defense of the claim or suit and the right to consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim without the prior written consent of the other party so long as the judgment or settlement does not impose any unreimbursed monetary or continuing non-monetary obligation on the other party, does not contain an admission of guilt or liability, and includes an unconditional release of the other party.

12. Amendment to Scope of Work. In the event Customer desires to amend the scope of work of their Agreement with Company, either with respect to the Apollos Services and/or the Additional Services, such amendment must be in writing and executed by all parties to this Agreement. Under no circumstances shall any oral representation be considered an amendment to this Agreement or the Apollos Customer Agreement.

13. Miscellaneous Provisions.

(e) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(f) The Apollos Customer Agreement may not be amended or modified in any respect except by a written instrument signed by all parties hereto.

(g) The failure by either party to insist upon or enforce any of its or his rights under this Agreement shall not constitute a waiver by such party or a waiver of any subsequent breach of the same or a different provision. No waiver of any provision of this Agreement shall be enforceable unless it is in writing and signed by the party against whom it is sought to be enforced.

(h) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO. THIS AGREEMENT IS PERFORMABLE, AND VENUE OF ANY LITIGATION PURSUANT HERETO, SHALL BE IN HAMILTON COUNTY, OHIO.

(i) Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by any party to the other shall be deemed to have been duly given if given in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, or emailed to hello@differential.com.

(j) This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all the covenants and agreements between the parties with respect thereto.

(k) The Company reserves the right to amend its Terms of Service or Master Services Agreement (MSA) at its discretion at any time as new features and capabilities are released on the Apollos platform. The Customer's ongoing utilization of the service shall constitute implicit acceptance of the revised terms.

(l) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which she or it may be entitled.