ALPHA PEER ENGAGEMENT LETTER

This Alpha Peer Engagement Letter (the "<u>Engagement Letter</u>" or the "<u>Agreement</u>"), by and between Alpha Peer, LLC, a Delaware limited liability company, represented herein by its duly authorized founder and sole member, Brian LeBlanc ("<u>Client</u>"), and The Technifar Corporation, a ▓▓▓▓▓▓▓▓ corporation d/b/a Meristics, represented hereby its duly authorized representative, Fraser Gorrie ("<u>Developer</u>"), is entered into and effective as of the ___ day of December, 2025 (the "<u>Effective Date</u>"). Developer and Client are sometimes collectively called the "<u>Parties</u>." Capitalized terms used herein that are not otherwise defined herein shall have the meanings given to such terms in the Engagement Letter.

RECITALS

WHEREAS, Developer is engaged in the business of developing web applications and providing services related to web development;

WHEREAS, Client desires to retain Developer to provide certain consulting and web development services and/or deliverables (as more particularly described hereinbelow, the "<u>Services</u>" and the "<u>Deliverables</u>");

WHEREAS, all of the Deliverables shall be deemed "works for hire" and owned exclusively by Client as more particularly described herein;

WHEREAS, the Parties acknowledge and agree that (i) they may enter into one or more statements of work, purchase orders or similar arrangements in the future (each, a "<u>SOW</u>"), (ii) the terms of this Agreement shall apply to each such SOW, and (iii) in the event of any conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall govern and control.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual promises set forth herein, the Parties hereto hereby agree as follows:

1. **Definitions**.

(a) "<u>Client Materials</u>" means all information, data, software, content, documentation, specifications, business plans, trade secrets, know-how and other materials provided or made available by Client to Developer, including all modifications, enhancements, or derivatives thereof.

(b) "<u>Confidential Client Information</u>" means all confidential, proprietary and/or non-public information disclosed or made available by Client to Developer, directly or indirectly, whether orally or in writing, and whether before or after the Effective Date, including without limitation Client Materials, business plans, financial information, technical information, user data, product roadmaps, marketing plans, and the terms and existence of this Agreement.

(c) "<u>Deliverables</u>" means all software (including source code and object code), documentation, designs, workflows, user interfaces, specifications, and other work product created, developed, or delivered by Developer, alone or with others, in the course of performing the Services, including, without limitation, any Deliverables described on <u>Exhibit A</u> attached hereto as well as any Deliverables described in any SOW.

(d) "<u>Developer Background Technology</u>" means any software, tools, libraries, frameworks, code snippets, know-how or other materials that (a) were owned or controlled by Developer prior to the Effective Date

or (b) were developed by Developer independent of the Services and without use of Client Materials or Confidential Client Information.

(e)   "Services" means all services provided by Developer to Client pursuant to this Agreement, including, without limitation, any Services described on Exhibit B attached hereto as well as any Services described in any SOW.

2.   **Services and Deliverables**. Developer hereby agrees to timely provide the Services and the Deliverables to Client in accordance with the applicable terms of this Agreement and the related SOW, if applicable. Unless otherwise agreed by Client, the Services and the Deliverables shall be provided personally by Fraser Gorrie and such other personnel of Developer, if any, as is reasonably acceptable to Client. All such Services and Deliverables shall be provided in a professional manner, in accordance with the applicable specifications, and to the reasonable satisfaction of Client. If not approved by Client, acting reasonably and in good faith, such Services and Deliverables shall be promptly revised and resubmitted by Developer for Client's review and approval.

3.   **Compensation**. [Parties to insert description of compensation terms/methodology; invoicing terms; etc.]

4.   **Termination**. Either Party may terminate this Agreement (or any individual SOW) upon ten (10) days' prior written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement (or such SOW) through no fault of the terminating Party; provided that such notice shall specify in reasonable detail the nature of such substantial failure of performance; and further provided that if during such ten (10) day period such other Party substantially remedies such performance, this Agreement (or such SOW) shall not be terminated. However, the non-performing Party shall not be relieved of the obligation to complete such performance or from liability for any damages caused to the other Party by such failure of performance. This Agreement (including any or all SOWs) may also be terminated by Client for its convenience without penalty or termination fee, but only upon fifteen (15) days' prior written notice to Developer.

5.   **Ownership of Deliverables; Limited License of Developer Background Technology**.

(a)   Work Made for Hire; Assignment. As between Client and Developer, Client shall solely and exclusively own all right, title, and interest in and to the Deliverables, including all intellectual property rights therein. To the maximum extent permitted by applicable law, the Deliverables are "works made for hire" for Client. To the extent any Deliverable or portion thereof does not qualify as a work made for hire, Developer hereby irrevocably assigns, transfers, and conveys to Client all right, title, and interest in and to such Deliverables, including all copyrights, patent rights, trade secrets, and all other intellectual property and proprietary rights therein, without further consideration.

(b)   Further Assurances. Developer agrees to execute, and to cause its personnel (if applicable) to execute, such documents and take such actions as Client may reasonably request to perfect, maintain, or enforce Client's rights in the Deliverables.

(c)   Developer Background Technology. Developer retains ownership of its Developer Background Technology. However, to the extent any Developer Background Technology is incorporated into, or necessary for the use of, any Deliverable, Developer hereby grants to Client a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, transferable, sublicensable license to use, reproduce, modify, distribute, display, perform, and otherwise exploit such Developer Background Technology solely as incorporated into or used with the Deliverables, in connection with Client's and its affiliates' business, including the operation and commercialization of Client's online educational platform.

(d)   No Use for Third Parties. Developer shall not use any Client Materials or Deliverables (including the structure, sequence, organization, or unique features thereof) to develop software or services for any third party, nor incorporate any Client Materials or Deliverables into products or services offered to third parties.

(e)   Survival.   Developer's obligations pursuant to this Section 5 shall indefinitely survive the expiration or earlier termination of the Engagement Letter.

6.   **Confidentiality**.

(a)   Developer Obligations.   Developer shall: (a) use Confidential Client Information solely for the purpose of performing the Services; (b) not disclose Confidential Client Information to any third party except to its employees who have a need to know and are bound by written obligations of confidentiality at least as protective as those set forth herein; and (c) protect Confidential Client Information using at least the same degree of care Developer uses to protect its own information of similar importance, and in no event less than a reasonable degree of care.   Developer's obligations pursuant to this Section 6 shall indefinitely survive the expiration or earlier termination of the Engagement Letter.

(b)   Exclusions.   Developer's obligations pursuant to this Section 6 do not apply to Confidential Client Information that Developer can demonstrate: (a) is or becomes publicly available without breach of this Agreement; (b) is rightfully received from a third party without restriction; (c) was independently developed without use of or reference to Confidential Client Information or Client Materials; (d) is approved in writing for release by Client; or (e) Developer is required by law to disclose, provided Developer provides Client with prompt written notice thereof (to the extent legally permitted) and cooperates, at Client's expense, in any effort to obtain a protective order or other appropriate remedy.

(c)   Return and Destruction.   Upon expiration or termination of Developer's engagement for any reason, Developer shall promptly (a) deliver to Client all Deliverables (including any partially completed work) and Client Materials in Developer's possession or control, and (b) at Client's option, return or destroy all copies of Confidential Client Information and Client Materials, certifying such destruction in writing upon Client's request.

7.   **Representations and Warranties**.

(a)   Developer represents and warrants that: (i) it has and will have full power and authority to enter into this Engagement Letter and perform the Services; (ii) the Deliverables will be original to Developer, and will not infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of any third party; (iii) the Deliverables, when delivered, will materially conform to the specifications provided by Client; and (iv) Developer will perform the Services in a professional and workmanlike manner, in accordance with industry standards and all applicable laws.

(b)   For a period of [twenty-four] months following Client's acceptance of the Deliverables, Developer shall, at no additional charge, correct any reproducible defect or nonconformity in the Deliverables reported by Client, provided that such defect or nonconformity is not caused by Client's misuse or unauthorized modification.

8.   **Intellectual Property Indemnity**.

(a)   Developer shall defend, indemnify, and hold harmless Client and its affiliates, and their respective officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any claim that the Deliverables or the Services infringe, misappropriate, or otherwise violate any intellectual property or proprietary right of a third party.

(b)   In the event of such a claim, Developer may, at its sole expense and option: (i) procure for Client the right to continue using the affected Deliverables; (ii) modify the Deliverables so that they become non-infringing while providing substantially equivalent functionality; or (iii) replace the Deliverables with non-infringing alternatives of substantially equivalent functionality. If none of the foregoing options is commercially reasonable, Developer shall refund to Client all amounts paid for the affected Deliverables.

(c)   Developer shall have no obligation under this Section to the extent the claim results from: (i) Client's use of the Deliverables in combination with other products or services not provided or approved in writing by Developer, if the claim would not have arisen but for such combination; or (ii) Client's modification of the Deliverables not performed or authorized in writing by Developer, if the claim would not have arisen but for such modification.

(d)   Developer's obligations pursuant to this Section 8 shall indefinitely survive the expiration or earlier termination of the Engagement Letter.

9.   **Limited Warranty**. Except for the express representations and warranties stated in this agreement, Developer makes no warranties whatsoever. Developer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

10.   **Limitation on Liability**.

(a)   Except as otherwise provided herein, the Services and the Deliverables of the Developer are sold "as is." Except for liability arising from (a) Developer's intellectual property indemnity obligations, (b) Developer's breach of its confidentiality obligations, or (c) Developer's gross negligence or willful misconduct, the Developer's maximum liability to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the total amount paid by Client to Developer hereunder.

(b)   Except for liability arising from (a) Developer's intellectual property indemnity obligations, (b) Developer's breach of its confidentiality obligations, or (c) Developer's gross negligence or willful misconduct, in no event shall Developer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Developer, even if Developer has been advised of the possibility of such damages.

11.   **Governing Law and Exclusive Venue**. The Engagement Letter shall be governed by and construed in accordance with the laws of the State of Louisiana, without giving effect to conflicts of law principles. Any controversy, claim or dispute between the Parties relating to the Engagement Letter or the Services shall be heard in any court of competent jurisdiction situated in Baton Rouge, Louisiana.

12.   **General Provisions**.

(a)   Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument. For purposes hereof, facsimile and electronically scanned copies hereof and facsimile and electronically scanned signatures hereof shall be authorized and deemed effective.

(b)   Recitals. The Recitals set forth hereinabove are incorporated into this Agreement and made a part hereof.

(c)   <u>Entire Agreement; Binding Effect</u>. This Agreement, together with any SOWs, contains the entire understanding of the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

(d)   <u>Amendment</u>. This Agreement may be amended, modified, extended, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by all of the Parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties and the undersigned intervenors have executed this First Amendment as of the date first set forth above.

CLIENT:

ALPHA PEER, LLC

By: _____

   Brian LeBlanc
   Founder and Sole Member

DEVELOPER:

**THE TECHNIFAR CORPORATION
(D/B/A MERISTICS)**

By: _____

   Fraser Gorrie
   Duly Authorized Representative

Exhibit A

Deliverables

[Parties to complete – insert description of Deliverables to be provided, delivery dates therefor and specifications of such Deliverables (as applicable)]

Exhibit B

Services

[Parties to complete – insert description of Services to be provided, delivery dates therefor and specifications of such Services (as applicable)]