

Training Services Agreement

This Training Services Agreement (the “Agreement”) is entered into March 21, 2025 (the “Effective Date”), between Jesus Acevedo Delatorre, residing at 1312 17th st, #71678, Denver, CO 80202 (“Trainee” or “You”) and **Supernova MGU 3302 – 40 King Street W. Toronto, Ontario, M5H 1H1, Canada** (“Company”). Trainee and Company are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, You are the user of TripleTen Services, on-line training programs in data science, software engineering, and data analysis;

WHEREAS, as a part of the training, You have requested and agreed to perform a real world project related to data analytics, data science, data engineering for the purposes of training, development of problem-solving skills and obtaining professional experience (the “Project”), and

WHEREAS, the Company has agreed to provide the materials and services set forth in this Agreement to facilitate the Project;

NOW THEREFORE, in consideration of the undertakings of the Parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Services.

- 1.1. Subject to the terms and conditions of this Agreement, Company hereby agrees to provide and share certain material, information, and data (“Data”) with You solely to facilitate the Project.
- 1.2. Following completion of the Project, Company shall provide You a feedback and professional reference concerning Your ability to work independently and efficiently on the Project, reflecting Your problem-solving skills, professional knowledge, strengths, and weaknesses.

2. Fees and Expenses.

- 2.1. The Parties agreed that no fees or money compensation is to be charged by any Party in connection with this Agreement.
- 2.2. Unless otherwise agreed by the Parties in writing, none of the Parties shall reimburse any out-of-pocket expenses incurred in connection with performing any obligations under this Agreement. You are solely responsible for any costs or expenses, including but not limited to tuition, fees, tools, services, equipment, and other related items, incurred by You in connection with the Project, and in no event shall the Company reimburse You for any such costs or expenses.

3. Cooperation of the Parties.

- 3.1. Each Party shall provide or make available to the other Party information, input or feedback that may be reasonably required to effectively perform the Project. Notwithstanding the foregoing, You understand and agree to work on the Project independently and without regular supervision, guidelines, and instructions by the Company.
- 3.2. Unless otherwise agreed by the Parties, Company does not provide any equipment, software or hardware required to perform the Project.

4. Use of Data.

- 4.1. You agree that Data shall only be used for the purpose of Your training, performing the Project, and solely as contemplated by this Agreement. You have no right or license to reproduce or use any Data except solely during the term of this Agreement to the extent necessary to perform the Project. All other rights in and to the Data are expressly reserved by the Company.
- 4.2. The Data shall be and remain anonymized. You are prohibited from reverse engineering or attempting to re-identify the Data. The Company will deliver or provide access to the Data in a manner or ways solely determined by the Company.
- 4.3. You will retain the Data, along with data, information, documents and other content and materials from third persons, in a secure data repository. With the Company's prior written consent to be provided, You may combine the Data with third-party materials, and/or add coding or other metadata to the Data, if deemed advisable and mutually agreed in writing, to perform the Project.
- 4.4. You represent that:
 - (a) all Data shall only be used for legal purposes, solely as contemplated by this Agreement, and in compliance with all laws, statutes, ordinances, and regulations (including, without limitation, any applicable data protection and privacy laws); and
 - (b) You will use commercially reasonable encryption methods during real-time transfer of Data.
- 4.5. Under no circumstances You shall have a right to publish, present or otherwise publicly release the Data, derivative works, or to commercialize the Data or any components thereof.

5. Intellectual Property.

- 5.1. By providing the Data access to You, Company does not transfer any ownership right or interest, including but not limited to any copyright, trademark, patent, or data ownership rights, in the Data or components thereof, to You, or any third person. You understand and agree that the Company is, and will remain, the sole and exclusive owner of all right, title,

and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials and Data provided to You, and all Intellectual Property Rights therein, including any derivative works created by You within the Project.

- 5.2. You have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.
- 5.3. You hereby irrevocably assign to the Company, for consideration provided by this Agreement and for no additional money consideration, Your entire right, title, and interest throughout the world in and to all results of use of the Data, if any created as a result of performing the Project, including derivative works created under this Agreement (collectively, the “Deliverables”) and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of use of the Data in connection with the Project or this Agreement (collectively, and including the Deliverables, “Work Product”) including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively “Intellectual Property Rights”) therein, including the right to sue for past, present, and future infringement, misappropriation, or dilution thereof.
- 5.4. To the extent that any of Your pre-existing materials are incorporated in or combined with any Deliverable or otherwise necessary for the use or exploitation of any Work Product, You hereby grant to Company an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof.
- 5.5. Company may assign, transfer, and sublicense such rights in and to all Deliverables, Work Product, Intellectual Property Rights, including pre-existing materials as defined in paragraph 5.4, to others without Your approval.
- 5.6. You represent and warrant to the Company that:
 - (a) Company will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind; and
 - (b) all Work Product is and shall be Your original work (except for material in the public domain or provided by the Company) and do not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation, or other entity; and
 - (c) To the extent any copyrights are assigned under this Agreement, You irrevocably waive in favor of the Company, to the extent permitted by applicable law, any and all claims You may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be

known as “moral rights” in relation to all Work Product to which the assigned copyrights apply.

6. Confidentiality.

- 6.1. You acknowledge that you will have access to information that is treated as confidential and proprietary by the Company, including, without limitation the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel, or operations of the Company, its affiliates, or their suppliers or customers, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “Confidential Information”). Confidential Information shall not include information that: (i) is or becomes generally available to the public other than through your breach of this Agreement; or (ii) is communicated to You by a third party that had no confidentiality obligations with respect to such information.
- 6.2. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Company, and not to use any Confidential Information for any reason except as required to perform the Project. You should not sell, transfer, lease, assign, redistribute, disclose, disseminate, or otherwise make available in any manner, the Data to any third party.
- 6.3. You shall notify the Company immediately in the event You become aware of any loss or disclosure of any Confidential Information.
- 6.4. You shall not disclose to any third party the nature or details of any inventions or processes created within the Project without the prior written consent of the Company. Company provides its consent to disclose the Data only to TripleTen faculty and staff on a need-to-know basis in furtherance of the educational purpose of the Project.
- 6.5. Upon completion of the Project, You shall immediately delete and purge all copies of the Data.
- 6.6. Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order.

7. Warranties and Representations.

- 7.1. You warrant and represent that
 - (a) Unless You are permitted to work in a group by the Company or TripleTen, You will perform the Project personally, independently and in accordance with the terms of

this Agreement. You will not engage in any dishonest or improper conduct to improve your performance of the Project.

- (b) You will not violate any applicable law, rule, regulation or judicial order, or violate any contractual obligation or confidential relationship which You may have with any third party;
- (c) You will not share Data, any Deliverables, or Work Product with others who are not involved in the performance of the Project.

7.2. Company warrants and represents that

- (a) any Data Company may supply You with respect to the Project have been obtained lawfully and will not violate any proprietary rights of third parties including, without limitation, patents, copyrights, or trade secrets of third parties.

7.3. UNLESS OTHERWISE EXPLICITELY STATED IN THIS CHAPTER, AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS RELATED TO DATA. COMPANY EXPLICITELY DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT THE DATA IS ERROR-FREE OR ACCURATE IN ALL RESPECTS, AND PROVIDES THE DATA “AS IS.” YOU AGREE THAT COMPANY HAS NO LIABILITY TO YOU RELATING TO OR RESULTING FROM USE OF THE DATA OR ANY ERRORS THEREIN OR OMISSIONS THEREFROM.

8. **Indemnification.**

- 8.1. Each Party (the “Indemnifying Party”) will indemnify, defend, and hold the other Party, its respective shareholders, officers, directors, administrators, managers, personnel, successors and assigns (each, an “Indemnified Party”) harmless from and against any and all damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, actions, demands, lawsuits, costs, and expenses including, without limitation, reasonable attorneys' fees, that arise out of or relate to (a) the gross negligence, willful misconduct or fraud of the Indemnifying Party; (b) the breach of the Indemnifying Party's obligations under this Agreement; (c) the breach of the Indemnifying Party's representations or warranty obligations; (d) the failure by the Indemnifying Party to comply with any applicable laws, rules and regulations; and (e) any payments, compensation, damages, or other amounts, however characterized or determined, to a third party, which the Indemnified Party has reimbursed or may be obligated to pay as a result of any of the foregoing or any other breach of this Agreement by the Indemnifying Party.
- 8.2. Promptly after receipt of any written claim or notice of any action giving rise to a claim for indemnification, the Party seeking indemnification will provide the Indemnifying Party with a written notice of the claim or action. The Indemnifying Party shall not agree to any settlement which results in an admission of liability by the other Party nor consent to any

judgment, attachment, lien or any other act adverse to the interests of the other Party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. If the Indemnifying Party fails to assume the defense of any Claim, or does not diligently pursue such defense, the other Party may retain counsel and assume the defense of such Claim at the cost of the Indemnifying Party.

9. Limitation of Liability.

- 9.1. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER SECTION 8 OF THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR OTHER ECONOMIC LOSS, 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.

10. Termination

- 10.1. This Agreement shall terminate upon the completion of the Project and transfer Data, Deliverables, and Work Product to the Company in exchange for professional references and feedback as set forth in paragraph 1.2.
- 10.2. Either Party may terminate this Agreement at any time with or without reason by providing a written notice of termination, which shall be effective immediately.
- 10.3. Upon termination, You shall within five (5) days following such termination:
 - (a) deliver to the Company all Data and Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided by the Company, if any;
 - (b) deliver to the Company all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Data;
 - (c) permanently erase all of the Data under Your control;
 - (d) certify in writing to the Company that You have complied with the requirements of this clause.

11. Relationship of the Parties.

- 11.1. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment, agency, partnership or joint venture between the Parties or between one Party and the other Party's employees or agents.
- 11.2. Neither Party shall have any right or authority to make or enter into any contract or other agreement in the name of or for the account of the other Party, or to make any representation, or to assume, create or incur any obligation or liability of any kind, express or implied, on behalf of the other Party.

12. Choice of Law. Arbitration.

- 12.1. This Agreement, and any dispute arising from or relating to this Agreement, shall be governed exclusively by, and construed in accordance with the laws of **the State of Massachusetts**, without reference to any conflict of laws principles.
- 12.2. Any controversy, claim, or dispute arising out of or related to this Agreement or the interpretation, performance, or breach of them (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If Parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in **the State of Massachusetts** before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Terms and any of the other agreements, including any applicable Additional Terms. No Disputes may be arbitrated on a class or representative basis. Arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY ENTERING INTO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY. The arbitrator shall not have the power to award punitive damages against any party.

13. No Assignment by You

- 13.1. You may not assign this Agreement, either in whole or part, without the express written consent of the Company. Any assignment without such consent shall be null and void.

14. Severability.

- 14.1. If any provision or portion of this Agreement shall be 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.

15. Construction.

- 15.1. The headings and 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 appertain.

16. Counterparts.

- 16.1. 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.

17. Notices.

- 17.1. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) e-mail address specified hereunder:

You: jesace19@gmail.com

Company: greg.gilbert@supernovamgu.com

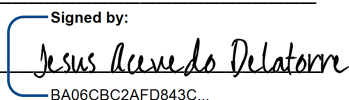
18. Entire Agreement. Modification.

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.

If You agree with the terms in this Agreement, please sign and return this Agreement to Company. Company will return a fully executed Agreement to you for your files. Each Party represents to the other Party that the individual signing this Agreement on its behalf has authority to legally bind such Party to the terms of this Agreement. You hereby agree to the terms set forth in this Agreement.

Trainee (You):

Name: Jesus Acevedo Delatorre

Signature:  Signed by: Jesus Acevedo Delatorre
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Supernova MGU:

Name: Greg Gilbert

Title: President

Signature: _____