

XOP.AI – MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between **Executops, LLC, d/b/a xop.ai**, with offices at 9711 Washingtonian Blvd., Suite 550, Gaithersburg, MD 20878 (“us”, “our”, “we” or “xop.ai”), and you, the entity whose name, authorized signatory and contact information appear in the signature block of this Agreement (“you”, “your” or “Client”). This Agreement will be effective as of the latest date of the signatures of a mutually signed work order.

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs the services that we perform for you (collectively, the “Services”). The Services will be described in one or more statements of work that we provide to you (each, a “SOW”), and once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under, the terms of this Agreement. If there is a material difference or conflict between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS**
 - a) *Access & Onboarding.* Client agrees to provide xop.ai assigned staff logins to systems and applications if needed to provide services and ongoing support listed in the SOW.
 - b) *Maintenance; Updates.* If patches and other software-related maintenance updates that are produced and distributed by the manufacturers of software (“Updates”) are to be provided by xop.ai under a SOW, xop.ai will install these updates after business hours. xop.ai will not be responsible for any normal maintenance downtime.
 - c) *Prioritization.* Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized basis, as mutually determined by Customer and xop.ai, with direction provided by xop.ai.
 - d) You understand and agree that xop.ai consultant will be entitled to rely on business leaders and subject matter experts employed by Client to provide services listed in the SOW.
- 3) **FEES; PAYMENT.** You agree to pay all undisputed fees described in each SOW, payable Net 30 days from invoice. Further clients agrees to the following:
 - a) *Cancellation of service appointments.* Appointments cancelled with less than one business days’ notice will be subject to a \$100 rebooking charge.
 - b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law.
 - c) *Annual Increase.* xop.ai will increase our rates by 3% at every one year anniversary of this agreement.
- 4) **ACCESS.** You hereby grant to xop.ai the right to access Client Systems and information solely for the purpose of enabling xop.ai to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permissions necessary for xop.ai to provide Services to the System and, if applicable, at your designated premises.

5) LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.

- a) *Mutual.* Each party represents and warrants to the other party that it has the legal power and authority to enter into this Agreement.
- b) *xop.ai Warranties.* xop.ai represents and warrants that:
 - (i) it shall perform all services provided under this Agreement using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - (ii) it has, and will maintain throughout the Term of the Agreement, all rights, licenses, approvals and consents necessary to perform its obligations under this Agreement.
- c) *Warranty Application.* Notwithstanding any provision to the contrary in this Agreement, any warranty provided by xop.ai shall be deemed null and void if the application software is altered or modified by persons other than xop.ai staff, authorized third parties, and developers.
- d) *Limitations.* Except with respect to claims or liabilities arising out of or related to a party's gross negligence or intentional misconduct, (ii) related to a breach of a party's confidential information, or (iii) arising out of a party's indemnity obligations ("Exceptions"), in no event shall either party be liable for any indirect, special, exemplary, consequential or punitive damages, or for lost revenue, loss of profits (except for fees due and owing to xop.ai), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages.

Except for your payment obligations and the Exceptions, each party's aggregate liability to the other for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort or negligence, shall be limited to the amount of the aggrieved party's actual direct damages, not to exceed the amount of aggregate of all fees paid by you to xop.ai during the preceding six months (6 months) of this agreement.

- 6) **INDEMNIFICATION.** The parties agree to indemnify, defend and hold each other harmless from and against any and all losses, damages, costs, expenses or liabilities, (collectively, "Damages") that arise from, or are related to, the other party's breach of this Agreement, or which relate to any act or omission undertaken or caused by the other party. The foregoing indemnification obligation includes Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services.
- 7) **TERM; TERMINATION.** This Agreement will begin as of the latest date of the signatures of the parties below and will continue until terminated as described in this Section (the "Term"). Since this is a master agreement, you may terminate individual SOWs without affecting other SOWs that are in-progress. Except as otherwise provided under any specific SOW, this Agreement may be terminated by you without penalty upon ninety (90) days prior written notice of either your intention to terminate this Agreement, your intention to not renew this Agreement, or your intention to terminate or not renew any specifically identified SOW. We may terminate this Agreement if we provide notice to you our intention not to renew a SOW and there are not any other SOWs then effect.

- a) *Termination Without Cause.* If you terminate a SOW without cause, then you will be responsible for paying 100% of the charges for any completed SOW or ongoing support contract (including charges unbilled at the time of termination), and 50% of the charges for any approved but uncompleted SOW or remaining service contract term.
- b) *Termination for Cause.* If one party (a “Defaulting Party”) commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a “For Cause” termination) provided that the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days following receipt of written notice of breach from the non-Defaulting Party (“Cure Period”). If xop.ai terminates this Agreement or any SOW for Cause, then xop.ai shall be entitled to receive, and you hereby agree to pay to xop.ai, all Hard Costs. If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the date in which you noticed xop.ai of your termination.
- c) *Consent.* Client and xop.ai may mutually consent, in writing, to terminate a SOW or this Agreement at any time.
- d) *Software Removal.* Upon termination of this Agreement for any reason, you will provide xop.ai with necessary access to remove xop.ai-supplied software.

8) **CONFIDENTIALITY.**

- a) *Defined.* For the purposes of this Agreement, Confidential Information means all non-public information provided to xop.ai by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: has become part of the public domain through no act or omission of xop.ai, (ii) was developed independently by xop.ai without access to your Confidential Information or is or was lawfully and independently provided to xop.ai prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* xop.ai will keep your Confidential Information confidential and will not use or disclose such information to any third party for any purpose except as expressly authorized by you in writing, and only as needed to fulfill xop.ai’s obligations under this Agreement. If xop.ai is required to disclose the Confidential Information to any third party as described in part of the preceding sentence, then xop.ai will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 9 and shall be liable for any actions or inactions by such third party that would be a breach of this agreement.
- c) *Due Care.* xop.ai will exercise the same degree of care with respect to the Confidential Information it receives from you as xop.ai normally takes to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure.* If xop.ai is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, or similar process) to disclose any of the Confidential Information, xop.ai will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive xop.ai’s compliance with the provisions of this Section 9. xop.ai will use its best efforts, at your expense (which must be pre-approved by you in writing), to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, xop.ai may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that xop.ai has been

advised by written opinion of counsel reasonably acceptable to xop.ai that it is legally compelled to disclose.

9) ARBITRATION. If the parties are unable to resolve a dispute informally, the dispute will be settled by final and binding arbitration. The arbitration will be initiated and conducted according to the JAMS Comprehensive Arbitration Rules and Procedures (except as modified herein) including the Optional Expedited Arbitration Procedures and Optional Appeal Procedure, in effect at the time the request for arbitration is made (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of the Agreement is void or voidable. The arbitration shall be heard by a single arbitrator, to be selected by the parties and experienced in contract, intellectual property, and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place via remote teleconference, Zoom or Microsoft Teams meeting. The arbitrator shall determine the scope of discovery in the matter; however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties.

10) MISCELLANEOUS.

- a) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, you may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all the assets of your business, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee assumes the assignor's obligations hereunder.
- b) *Amendment.* No amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is signed by both parties.
- c) *Severability.* If any provision hereof or any SOW is declared invalid by an arbitrator of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- d) *Other Terms.* Neither party will be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed SOW.
- e) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- f) *Merger.* This Agreement, together with all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document

that is not expressly incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not act to modify this Agreement or provide binding contractual language between the parties. Neither party will be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.

- g) *Force Majeure.* xop.ai will not be liable to you for delays or failures to perform xop.ai's obligations under this Agreement or any SOW because of unforeseeable circumstances beyond xop.ai's reasonable control directly affecting its ability to perform. Such circumstances include, but will not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyber warfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- h) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive., including Section 6, Section 7, Section 9, Section 11, and Section 13.
- i) *Insurance.* xop.ai and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation and general liability, and cyber liability.
- j) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Maryland. You hereby irrevocably consent to the exclusive jurisdiction and venue Montgomery County, Maryland for the JAMS proceeding as provided in Section 12, for all claims and causes of action arising from or related to this Agreement. **YOU AND WE AGREE THAT EACH OF US WAIVES ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.**
- k) *No Third-Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- l) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- m) *Business Day.* If any period set forth in this Agreement expires on a day other than a business day in Montgomery County, Maryland, such period will be extended to and through the next succeeding business day in Montgomery County, Maryland.
- n) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, both parties agree that email is an acceptable means of communication.
- o) *Independent Contractor.* Each party is an independent contractor of the other, and neither is an employee, partner or joint venture of the other.
- p) Any direct hire of xop.ai staff will be subject to a replacement fee of \$60,000.
- q) *Counterparts.* The parties may sign and deliver this Agreement and any SOW in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.