

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement (this “**IPLA**”) is made effective as of March 29, 2023 (“**Effective Date**”) by and among MSP RECOVERY, LLC, a Florida limited liability company (“**MSP**”) and HAZEL HOLDINGS I LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “**Company**” and “**Licensee**”).

RECITALS

A. Reference is hereby made to that certain Investment Agreement, dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Investment Agreement**”) by and among MSP, the Acquired Companies set forth on Schedule 1.1(a) thereto (each an “**Acquired Company**”; and together the “**Acquired Companies**”), Licensee, and certain other parties as set forth therein (the “**Investment Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Investment Agreement.

B. MSP has developed, develops and maintains proprietary software and other technology to (i) review, process and analyze Assignor data to identify Claims for which Assignors have a legal or equitable right of recovery or reimbursement of amounts owed to or otherwise recoverable by each such Assignor, and (ii) pursue such Claims and recover amounts owed to or otherwise recoverable by each such Assignor pursuant to CCRAs (all rights, title and interest to such software and technology, currently in existence or hereafter acquired, together with all user and operator manuals, specifications and other documentation relating thereto, the “**MSP Technology**”).

C. In connection with the Investment Agreement, the parties desire to enter into this IPLA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

GRANT OF MSP TECHNOLOGY LICENSE AND REPRESENTATIONS AND WARRANTIES

1. MSP Technology License.

(a) Subject to the terms and conditions of this IPLA, MSP conditionally grants to the Licensee and its Subsidiaries, during the term of this IPLA, a non-exclusive, non-transferrable, non-assignable, irrevocable, worldwide, fully paid-up license (exercisable without payment of royalty or other compensation to MSP) to and under the MSP Technology to make, have made, sell, use, reproduce, create derivative works, distribute, publicly display, perform,

import, export, dispose of, and otherwise exercise all rights in and to the MSP Technology, in each case, solely in connection with the Assigned Claims and the transactions contemplated by the Transaction Documents (such grant, the “***MSP Technology License***”).

(b) Upon the termination of that certain Legal Services Agreement, dated as of March 6, 2023, among La Ley con John H. Ruiz, d/b/a MSP Recovery Law Firm, a Florida corporation, MSP Law Firm, a Florida PLLC, Milberg Coleman Bryson Phillips Grossman, LLC and Subrogation Holdings, LLC (the “***LSA***”), the MSP Technology License will automatically vest and become a present, limited license and, at Licensee’s option, MSP will provide Licensee with all information that has been processed and analyzed by MSP in relation to the Assigned Claims. MSP shall retain ownership of all such information, but will provide the Company with a limited right to use such information solely for purposes of pursuing the Assigned Claims. Licensee will not use such information for any other purpose and will require any successor or any servicer to provide written acknowledgment that such information is confidential, that ownership is retained by MSP and that it shall be used solely for the purpose of pursuing such Assigned Claims. Notwithstanding the foregoing, any Claims Data required by Licensee in connection with the Assigned Claims acquired pursuant to the Investment Agreement and existing as of the termination of the LSA shall remain available for use by Licensee in connection with the pursuit of such Assigned Claims. This Section 1(b) shall survive any termination of this IPLA.

(c) The Licensee is not, by acceptance of the MSP Technology License, assuming, and will not be responsible to pay, perform or discharge, any liability, obligation or expenses of MSP (or any equity owner or Affiliate of MSP) of any kind or nature.

(d) For the avoidance of doubt, nothing in this IPLA will affect MSP’s ownership or control of the MSP Technology. Except for the license grant set forth in Sections 1(a) and 1(b) above, all other rights of MSP with respect to the MSP Technology are reserved.

2. Representations and Warranties of MSP Related to MSP Technology.

MSP represents and warrants to Licensee that the statements contained in this Section 2 are true, correct and complete as of the Effective Date:

(a) The execution, delivery and performance by MSP of this IPLA do not and will not: (i) conflict with or result in a violation or breach of any provision of any Laws or Governmental Order applicable to the MSP Technology; (ii) require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any contract or arrangement, including any license or permit, to which the MSP Technology is subject; or (iii) result in the creation or imposition of any Encumbrance on the MSP Technology;

(b) Schedule 2(b) of this IPLA includes a correct and complete list of all intellectual property currently owned by MSP and included in or otherwise used in the operation of the MSP Technology and MSP is the sole and exclusive owner of all right, title, and interest in

and to all such intellectual property, free and clear of all licenses or Encumbrances, or has the valid, enforceable, and exclusive right to use and license or sublicense to the Company all such intellectual property;

(c) All intellectual property listed in Schedule 2(b) of this IPLA is subsisting, valid and enforceable (such intellectual property, the “**MSP Intellectual Property**”);

(d) Schedule 2(d) of this IPLA includes a correct and complete list of all material contracts (excluding those contracts pertaining to non-customized, off-the-shelf software) that have not expired or been terminated (“**IP Agreements**”), pursuant to which MSP is granted or otherwise holds any license, sublicense, option, or other right or interest from a third Person with respect to any intellectual property included in or otherwise used in the operation of the MSP Technology, and pursuant to which MSP is granted the right to use and license or sublicense to the Company such intellectual property. MSP is not in material breach of any of the IP Agreements;

(e) There are no Actions pending or, to the knowledge of MSP after due inquiry, threatened, as of the Effective Date, against MSP or any of its Affiliates by any third Person claiming that MSP’s or any of its Affiliates’ or any of their respective use or ownership of any MSP Intellectual Property included in or otherwise used in the operation of the MSP Technology is invalid, unenforceable, or infringes the intellectual property rights or other rights of such third Person. To the knowledge of MSP, after due inquiry, no third Person is infringing any of the MSP Intellectual Property included in or otherwise used in the operation of the MSP Technology;

(f) No item of MSP Intellectual Property included in or otherwise used in the operation of the MSP Technology is subject to any outstanding Governmental Order imposing any material restriction on the ownership, validity, registration or enforceability of such MSP Intellectual Property;

(g) MSP is the owner of, or otherwise has the right to use and exploit as used and exploited as of the Effective Date, the MSP Intellectual Property included in or otherwise used in the operation of the MSP Technology, including licensing, sublicensing, assigning or transferring MSP Intellectual Property or IP Agreements to third Persons;

(h) MSP owns or is validly licensed to use, all the computer software, systems, communication networks, infrastructure, and hardware used in connection with the MSP Technology (“**IT Systems**”). To the knowledge of MSP, after due inquiry, the IT Systems operate and perform in all material respects as currently required;

(i) The transactions contemplated in this IPLA and the consummation of the same will not adversely impact MSP’s ability to use, license or sublicense the MSP Intellectual Property included in or otherwise used in the operation of the MSP Technology;

(j) The MSP Technology is sufficient for the continued identification of Claims for which Assignors have a legal or equitable right of recovery or reimbursement of

amounts owed to or otherwise recoverable by such Assignors, the continued pursuit of such Claims and the continued recovery of any and all amounts owed to or otherwise recoverable by Assignors after the Effective Date in substantially the same manner as existed prior to the Effective Date and constitutes all of the intellectual property necessary to conduct such activities as currently conducted. No items of intellectual property which are not subject to the MSP Technology License are material to the conduct of such activities;

(k) There are no Actions pending or, to MSP's knowledge, threatened against or by MSP or any of its Affiliates (i) relating to or affecting the MSP Technology; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this IPLA. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Actions; and

(l) MSP and each of its Affiliates have complied, and is now complying, with all Laws regarding the ownership and use of the MSP Technology.

MISCELLANEOUS PROVISIONS

3. Term and Termination.

Except as otherwise set forth herein, this IPLA shall continue until the earlier of (i) termination by written notice sent by the Company to MSP, or (ii) the termination of the LSA, provided, however, that Section 1(b) shall survive such termination.

4. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and must be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as is specified in a notice given in accordance with this Section 4):

If to the Company:

Hazel Holdings I LLC

c/o Corporation Service Company, 251 Little Falls Drive, New Castle County, Wilmington, DE 19808

Attention: Operations

Telephone: +44 2070749610

Email: msprecovery@hazelholdingsllc.com

If to MSP:

MSP Recovery LLC

2700 S. LeJeune Road, Floor 10

Miami, FL 33134

Attention: John H. Ruiz and Frank C. Quesada

Telephone: (305) 992-5524; (305) 479-8141

Email: jruiz@msprecovery.com

fquesada@msprecovery.com

5. Assignment.

The provisions of this IPLA shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign this IPLA or the intellectual property applicable hereto absent the prior written consent of the other party hereto, provided that Licensee may assign this IPLA to any Subsidiary.

6. No Agency or Partnership Relationship.

The parties hereto confirm that neither the MSP Technology License nor this IPLA creates any agency or partnership relationship between them and further, neither the MSP Technology License nor this IPLA creates any power or authority in the Licensee to obligate or bind MSP in any manner whatsoever.

7. Entire Agreement.

This IPLA constitutes the sole and entire agreement of the parties to this IPLA with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

8. Amendments.

No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this IPLA will be valid, unless the same is in writing and signed by MSP and the Licensee. Any such written amendment or modification will be binding upon MSP and the Licensee. Unless specifically agreed to the contrary in writing, the failure by the Licensee at any time to require performance by MSP of any provision of this IPLA shall not affect the Licensee's right thereafter to enforce such provision.

9. Severability.

If any term or provision of this IPLA is held to be invalid, illegal or unenforceable under applicable Laws in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this IPLA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto must negotiate in good faith to modify this IPLA so as to effect the original intent of the parties as closely as possible in a mutually acceptable

manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10. Waiver

No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this IPLA will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, nothing contained in this Section 10 will diminish any of the explicit and implicit waivers described in this IPLA, including the Waiver of Jury Trial in Section 12 hereof.

11. Attorneys' Fees

In the event that any party hereto institutes any legal suit, action or proceeding, including arbitration, against another party hereto in respect of a matter arising out of or relating to this IPLA, the prevailing party in the suit, action or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

12. Waiver of Jury Trial.

Each party hereto hereby acknowledges and agrees that any controversy that may arise under this IPLA is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this IPLA or the transactions contemplated hereby.

13. No Third-party Beneficiaries

This IPLA is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or will confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPLA.

14. Governing Law.

All issues and questions concerning the application, construction, validity, interpretation and enforcement of this IPLA will be governed by and construed in accordance with the internal laws of the State of New York and applicable federal law, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York or applicable federal law.

15. Headings.

The headings in this IPLA are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this IPLA or any provision of this IPLA.

16. Counterparts.

This IPLA may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this IPLA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPLA.

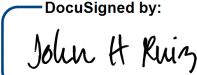
17. Section 365(n).

All licenses granted under this IPLA are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of right to “intellectual property” as defined in Section 101 of such Code. The parties agree that Licensee may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The parties further agree that, in the event Licensee elects to retain its rights as a licensee under such Code, Licensee shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology, in each case pursuant to the terms and conditions hereunder.

[Signature Page Follows]


The parties hereto have caused this IPLA to be executed as of the date first written above by their respective officers thereunto duly authorized.

MSP RECOVERY, LLC

By:  DocuSigned by:
Name: John H. Ruiz
Title: Authorized Representative

[remainder of page intentionally blank; signatures continue on following page]

HAZEL HOLDINGS I LLC

By: 
Name: Christopher Guth
Title: Authorized Person

[end of signatures]

Schedule 2(b) MSP's Intellectual Property

- **Tradename:** "MSP Recovery," and any and all related variations of said name.
- **Trade Secrets:** All of MSP client lists, algorithms, formulas, patterns, data compilation, scripts, programs, devices, methods, techniques, or processes.
- **Patents:** None
- **Copyrights:** Bill-E
- Goodwill
- Proprietary Developed Scripts including, but not limited to funnel logic, database normalization, and matter identification.
- **Trademark & Logos:**



- **Domain Names:**
 - www.msprecovery.com
 - www.mspenespanol.com
 - www.msprecovery.net
 - www.wikifunnels.com
 - www.msplienresolution.net
 - www.msprecoverylawfirm.com

Schedule 2(d) IP Agreements

IP Agreements:

Software	Company	Classification	Importance	Name or of the agreement	MSP entity party to agreement	All other counterparties	Date of Type agreement
Workbench	Oracle	Software		EULA			
Bitbucket	Atlassian	Cloud Service	Critical	EULA			
Jira	Atlassian	Cloud Service		EULA			
Source Tree	Atlassian	Software		EULA			
S3	AWS/Amazon	Cloud Service	Critical	BAA	MSP Recovery, LLC	N/A	September 17, 2015
Redshift	AWS/Amazon	Cloud Service		BAA	MSP Recovery, LLC	N/A	September 17, 2015
RDS	AWS/Amazon	Cloud Service	Critical	BAA	MSP Recovery, LLC	N/A	September 17, 2015
EC2	AWS/Amazon	Cloud Service	Critical	BAA	MSP Recovery, LLC	N/A	September 17, 2015
Sharefile	Citrix	Cloud Service	Critical	BAA		N/A	
Tableau Desktop	Tableau Software	Software		EULA			
Tableau Server	Tableau Software	Software		EULA			
Teamdesk	ForeSoft	Cloud Service	Critical	BAA	MSP Recovery, LLC	N/A	October 5, 2015
MS Office 365	Microsoft	Cloud Service/Local Software	Critical	BAA	MSP Recovery, LLC	N/A	June 8, 2015
Adobe DC Pro	Adobe	Local Software		EULA			
CloudBerry Explorer for Amazon S3 Pro	CloudBerry Lab	Local Software		EULA			
Quickbooks Enterprise 12	Intuit	Local Software	Critical	EULA			
NeatScan	Neat	Local Software		EULA			
Sophos Central Advance	SOPHOS	Local Software/Cloud Managed	Critical	EULA			
Carbonite	Carbonite	Local Software/Cloud Backup	Critical	EULA			