

## DATA RECOVERY SERVICING AND LICENSING AGREEMENT

This Data Recovery Servicing and Licensing Agreement (this “**DRSLA**”) effective as of March 10, 2023 (the “**Effective Date**”) by and among MSP RECOVERY, LLC, a Florida limited liability company (“**MSP Recovery**”) and Milberg Coleman Bryson Phillips Grossman LLP, a Puerto Rico limited liability partnership (the “**Milberg**”). Milberg and MSP Recovery may be referred to each as a “Party” and together, the “Parties”.

### RECITALS

A. Reference is hereby made to that certain Servicing Agreement dated as of March 6, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**HC Claims Servicing Agreement**”) by and among MSP Recovery, Subrogation Holdings, LLC, a Delaware limited liability company (collectively with the subsidiaries of such company, “**Subrogation**”), La Ley con John H. Ruiz, P.A. d/b/a MSP Recovery Law Firm, a Florida Corporation (“**MSP Law**”) and Milberg. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the HC Claims Servicing Agreement.

B. MSP Recovery entered into that certain Claims Recovery Services Agreement, dated as of December 23, 2021, with Assignor (as defined therein), relating to the provisions of data analysis and claims recovery services in connection with the HC Claims (the “**CRSA**”).

C. MSP Recovery has developed, develops and maintains proprietary software and other technology to (i) review, process and analyze data to identify Claims for which Subrogation has a legal or equitable right of recovery or reimbursement of amounts owed to or otherwise recoverable by Subrogation, and (ii) pursue such Claims and recover amounts owed to or otherwise recoverable by Subrogation pursuant to the HC Agreements (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**”).

D.

D. In connection with the HC Claims Servicing Agreement, the parties desire to enter into this DRSLA.

**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:

### ARTICLE I

#### 1.1 MSP Services and Other Obligations.

(a) MSP Recovery will, using its commercially reasonable efforts, provide to Milberg recovery services for the HC Claims, which services include, without limitation, identifying, processing, prosecuting and recovering monies related to the HC Claims, along with any other actions with respect to the HC Claims as contemplated by the HC Claims Servicing Agreement and subject to the CRSA.

(b) MSP Recovery acknowledges and agrees that it will comply with the provisions of the CRSA applicable to it.

## 1.2 MSP Technology License.

(a) Subject to the terms and conditions of the HC Agreements and this DRSLA, MSP Recovery conditionally grants to Milberg, during the term of this DRSLA, a non-exclusive, non-transferrable, non-assignable, irrevocable, worldwide, fully paid-up license (exercisable without payment of royalty or other compensation to MSP Recovery) to and under the MSP Technology to:

(i) have independent access to prosecute and settle the HC Claims and New Claims;

(ii) have full back-up of data and systems to Milberg, subject to the terms and conditions of the HC Agreements; and,

(iii) have infrastructure support to facilitate independent and continuous access to the MSP Technology.

(b) Subject to the terms and conditions of the HC Agreements, MSP Recovery will provide Milberg with all information that has been processed and analyzed by MSP Recovery in relation to the HC Claims. MSP Recovery shall retain ownership of all such information, subject to the terms of the CRSA, but will provide Milberg with a limited right to use such information solely for purposes of pursuing the HC Claims. Milberg shall 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 Recovery and that it shall be used solely for the purpose of pursuing such HC Claims.

(c) Milberg 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 Recovery (or any equity owner or Affiliate of MSP Recovery) of any kind or nature.

(d) For the avoidance of doubt, nothing in this DRSLA will affect MSP Recovery's ownership or control of the MSP Technology. Except for the license grant set forth in Sections 1.2(a) and 1.2(b) above, all other rights of MSP Recovery with respect to the MSP Technology are reserved.

## **ARTICLE II**

### 2.1 Proprietary Information.

Recognizing the Parties' proprietary interests in their respective business operations, MSP Recovery and Milberg each acknowledge the confidential nature of their relationship, and any information or data relating to the business operations, systems, components, customers, prices, methods, plans, programs or results exchanged by the Parties (collectively, "***Trade Secrets***") shall remain confidential. Neither Party will disclose any of the other Party's Trade Secrets, except to an affiliate, related person, successor or assignee when such disclosure is necessary or reasonably helpful to the pursuit of recovery under an HC Claim.

## 2.2 Covenant to Refrain from Use.

Milberg covenants to MSP Recovery to use the MSP Technology solely for the purpose of pursuing the HC Claims and agrees that it shall not use the MSP Technology whatsoever at any time to the detriment of MSP Recovery or copy or reverse engineer any such MSP Technology. Any other use of the MSP Technology shall be made only upon the prior written consent from an authorized representative of MSP Recovery or pursuant to subsequent agreement between the Parties.

## **ARTICLE III**

### 3.1 Representations and Warranties of MSP Recovery Related to MSP Technology.

MSP Recovery represents and warrants to Milberg that the statements contained in this Section 3.1 are true, correct and complete as of the Effective Date:

(a) The execution, delivery and performance by MSP Recovery of this DRSLA do not and will not: (i) conflict with or result in a violation or breach of any provision of any Applicable Laws or Governmental Authorization 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 Contractual Obligation, including any license or permit, to which the MSP Technology is subject; or (iii) result in the creation or imposition of any lien on the MSP Technology;

(b) There are no Adverse Proceedings pending or, to the knowledge of MSP Recovery after due inquiry, threatened, as of the Effective Date, against MSP Recovery or any of its affiliates by any third party claiming that MSP Recovery's or any of its affiliates' or any of their respective use or ownership of any 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 party. To the knowledge of MSP Recovery, after due inquiry, no third party is infringing any of the intellectual property included in or otherwise used in the operation of the MSP Technology;

(f) No item of MSP Recovery's intellectual property included in or otherwise used in the operation of the MSP Technology is subject to any outstanding Governmental authorization

imposing any material restriction on the ownership, validity, registration or enforceability of MSP Recovery's intellectual property;

(g) MSP Recovery is the owner of, or otherwise has the right to use and exploit as used and exploited as of the Effective Date, MSP Recovery's intellectual property included in or otherwise used in the operation of the MSP Technology, including licensing, sublicensing, assigning or transferring to third parties;

(h) MSP Recovery 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 Recovery, after due inquiry, the IT Systems operate and perform in all material respects as currently required;

(i) The transactions contemplated in this DRSLA and the consummation of the same will not adversely impact MSP Recovery's ability to use, license or sublicense MSP Recovery's 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 HC Claims for which Subrogation has a legal or equitable right of recovery or reimbursement of amounts owed to or otherwise recoverable by Subrogation, the continued pursuit of such HC Claims and the continued recovery of any and all amounts owed to or otherwise recoverable by secondary payers 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 Recovery's knowledge, threatened against or by MSP Recovery 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 DRSLA. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such adverse proceeding; and

(l) MSP Recovery and each of its affiliates have complied, and is now complying, with all applicable laws regarding the ownership and use of the MSP Technology.

### 3.2 Representations and Warranties of Milberg.

Milberg represents and warrants to MSP Recovery that it shall return and redeliver to MSP Recovery all documents and information related to the MSP Technology, including, but not limited to, all records, notes, documents, drawings, prototypes, specifications, programs, data, devices, and all other materials, tangible or not, containing or pertaining to the MSP Technology provided hereunder that belong to MSP Recovery inclusive of all notes, summaries, memoranda, drawings, manuals, records, excerpts, or derivative information deriving there from and all other documents or materials ("**Notes**") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, or word processing files either manually or by image capture) based on or including MSP Technology, in whatever form of storage

or retrieval, upon the earlier of (i) the termination of this Agreement; or (ii) at such time as the MSP Recovery may so request. Alternatively, Milberg, with the written consent of MSP Recovery, may (or in the case of Notes, at MSP Recovery's option) immediately destroy any of the foregoing embodying MSP Technology (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of Milberg supervising the destruction.

### 3.3 Representations, Warranties and Covenants of the Parties.

(a) Each Party hereto hereby represents and warrants to the other Party as follows: (i) it is duly and validly existing under the laws of the state of its formation, is in good standing under such laws and has full power and authority to execute, deliver and perform its obligations under this DRSLA, (ii) its execution, delivery and performance of this DRSLA has been duly authorized by all appropriate corporate action and this DRSLA constitutes a valid, binding and enforceable obligation of such Party, and (iii) its execution, delivery and performance of this DRSLA has not resulted, and will not result, in a breach or violation of any provision of (A) such Party's organizational documents, (B) any statute, law, writ, order, rule or regulation of any governmental authority, (C) any judgment, injunction, decree or determination applicable to such Party, or (D) any contract, indenture, mortgage, loan agreement, note, lease or other agreement, document or instrument to which such Party may be a party, may be bound or to which any of such Party's assets are subject. MSP Recovery will notify Milberg promptly upon the occurrence of any event which causes any representation or warranty made by it hereunder to no longer be true.

## **ARTICLE IV**

### 4.1 Independent Contractor Relationship.

MSP Recovery will perform the services described in this DRSLA as an independent contractor. Neither Party will be deemed the employee, agent, partner, or joint venturer of the other. Neither Party will have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other to legally bind the other, or to engage in any other action on behalf of the other. Neither Party will have, and will not attempt to exercise, any control or direction over the methods used by the other to perform its work, duties, and/or obligations under this Agreement, except as expressly set forth in this Agreement.

### 4.2 Term and Termination.

Except as otherwise set forth herein, this DRSLA shall continue until the earlier of (i) termination of the HC Claims Servicing Agreement, or (ii) as mutually agreed in writing executed by the parties in accordance upon thirty day prior written notice. MSP Recovery may terminate this DRSLA or the License granted in Section 1.2 herein upon a material breach by Milberg of any of the terms herein.

### 4.3 Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder must be in writing and shall be delivered in accordance with the provisions of the HC Claims Servicing Agreement.

#### 4.4 Assignment.

The provisions of this DRSLA shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither Party may assign this DRSLA or the MSP Technology license absent the prior written consent of the other party hereto.

#### 4.5 No Agency or Partnership Relationship.

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

#### 4.6 Entire Agreement.

This DRSLA constitutes the sole and entire agreement of the parties to this DRSLA 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. Notwithstanding the foregoing, the Parties agree and acknowledge that this DRSLA is all subject to and superseded in all respects by the CRSA.

#### 4.7 Amendments.

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

#### 4.8. Severability.

If any term or provision of this DRSLA 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 DRSLA 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 DRSLA 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.

#### 4.9 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 DRSLA 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 DRSLA, including the Waiver of Jury Trial in Section 4.11 hereof.

#### 4.10 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 DRSLA, 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.

#### 4.11 Waiver of Jury Trial.

Each party hereto hereby acknowledges and agrees that any controversy that may arise under this DRSLA 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 DRSLA or the transactions contemplated hereby.

#### 4.12 No Third-party Beneficiaries

This DRSLA 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 MSP Recovery, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this DRSLA.

#### 4.13 Governing Law.

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

#### 4.14 Headings.

The headings in this DRSLA 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 DRSLA or any provision of this DRSLA.

4.15 Counterparts.

This DRSLA 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 DRSLA 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 DRSLA.

4.16 Section 365(n).

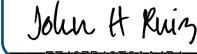
All licenses granted under this DRSLA are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of right to “intellectual property” as defined in Section 101 of such Code. The Parties agree that Milberg may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The parties further agree that, in the event Milberg elects to retain its rights as a licensee under such Code, Milberg 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]*

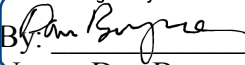


The undersigned have executed this Data Recovery Services Agreement on June 20, 2023, to be effective as of the Effective Date.

**MSP RECOVERY, LLC**

DocuSigned by:  
By:   
FF467B10E3AA4B1...  
Name: John H Ruiz  
Title: Authorized Representative

**Milberg Coleman Bryson Phillips  
Grossman LLP**

DocuSigned by:  
By:   
42E8397A924B1...  
Name: Dan Bryson  
Title: Partner