

# Service Agreement

## SERVICE AGREEMENT

October 10, 2025

This Service Agreement ("Agreement") is entered into by and between Keegan Moody, a ("Service Provider"), and Mixmax, Inc., a Delaware corporation ("Company"), as of the Effective Date above.

1. Services; Payment; No Violation of Rights or Obligations. Service Provider agrees to undertake and complete the Services beginning on October 1, 2025 (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A. As the only consideration due Service Provider regarding the subject matter of this Agreement, Company will pay Service Provider as (and only as) expressly stated in Exhibit A. Unless otherwise specifically agreed upon by Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to Services will be performed by and only by Service Provider. Service Provider agrees that it will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose at any time Service Provider's own or any third party's confidential information or intellectual property in connection with the Services or otherwise for or on behalf of Company. Service Provider's obligations with respect to Proprietary or Confidential Information shall survive termination of this Agreement and continue indefinitely, except for information that becomes publicly available without breach of this Agreement.
2. Ownership; Rights; Proprietary Information; Publicity.
  - a. Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or for or on behalf of Service Provider during the term of this Agreement that relate to the subject matter of or arise out of or in connection with the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Service Provider will promptly disclose and provide all Inventions to Company. All Inventions are work made for hire to the extent allowed by law and, in addition, Service Provider hereby makes all assignments necessary to accomplish the foregoing ownership; provided that no assignment is made that extends beyond what would be allowed under California Labor Code Section 2870 (attached as Exhibit B) if Service Provider was an employee of Company. Service Provider shall assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to

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- perfect, obtain, maintain, enforce and defend any rights assigned. Service Provider hereby irrevocably designates and appoints Company as its agent and attorney-in-fact, coupled with an interest, to act for and on Service Provider's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Service Provider and all other creators or owners of the applicable Invention.
- b. Service Provider agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) developed, learned or obtained by or for or on behalf of Service Provider during the period that Service Provider is to be providing the Services that relate to Company or the business or demonstrably anticipated business of Company or in connection with the Services, or that are received by or for Company in confidence, constitute "Proprietary Information." Service Provider shall hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, Service Provider shall not be obligated under this paragraph with respect to information Service Provider can document is or becomes readily publicly available without restriction through no fault of Service Provider. Upon termination or as otherwise requested by Company, Service Provider will promptly provide to Company all items and copies containing or embodying Proprietary Information, except that Service Provider may keep its personal copies of its compensation records and this Agreement. Service Provider also recognizes and agrees that Service Provider has no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Service Provider's activity, and any files or messages, on or using any of those systems may be monitored at any time without notice.
- c. As additional protection for Proprietary Information, Service Provider agrees that during the period over which it is to be providing the Services (i) and for one year thereafter, Service Provider will not directly or indirectly encourage or solicit any employee or Service Provider of Company to leave Company for any reason and (ii) Service Provider will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and Service Provider will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company. Without limiting the foregoing, Service Provider may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of Service Provider's obligation under this Agreement or otherwise.
- d. To the extent allowed by law, Section 2.a and any license granted Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights

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that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, Service Provider agrees that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, Company may and is hereby authorized to (and to allow others to) use Service Provider's name in connection with promotion of its business, products or services. To the extent any of the foregoing is ineffective under applicable law, Service Provider hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Service Provider will confirm any such ratifications and consents from time to time as requested by Company. If any other person is in any way involved in any Services, Service Provider will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.

- e. If any part of the Services or Inventions or information provided hereunder is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed and otherwise exploited without using or violating technology or intellectual property rights owned by or licensed to Service Provider (or any person involved in the Services) and not assigned hereunder, Service Provider hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such technology and intellectual property rights in support of Company's exercise or exploitation of the Services, Inventions, other work or information performed or provided hereunder, or any assigned rights (including any modifications, improvements and derivatives of any of them).
3. Warranties and Other Obligations. Service Provider represents, warrants and covenants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services nor any part of this Agreement is or will be inconsistent with any obligation Service Provider may have to others; (ii) all work under this Agreement shall be Service Provider's original work and none of the Services or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Service Provider); (iii) Service Provider has the full right to allow it to provide Company with the assignments and rights provided for herein (and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (iv) Service Provider shall comply with all applicable laws and Company safety rules in the course of performing the Services; and (v) if Service Provider's work requires a license, Service Provider has obtained that license and the license is in full force and effect.
4. Termination. Either party may terminate this Agreement for any reason upon seven (7) days' written

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notice to the other party. Upon termination, Service Provider shall deliver all work completed to date, and Company shall pay for all Services satisfactorily performed through the effective date of termination.

5. Relationship of the Parties; Independent Contractor; No Employee Benefits. Notwithstanding any provision hereof, Service Provider is an independent contractor and is not an employee, agent, partner or joint venturer of Company and shall not bind nor attempt to bind Company to any contract. Service Provider shall accept any directions issued by Company pertaining to the goals to be attained and the results to be achieved by Service Provider, but Service Provider shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. Service Provider shall not be eligible to participate in any of Company's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Company shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to Service Provider. Service Provider shall comply at Service Provider's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Service Provider will ensure that its employees, contractors and others involved in the Services, if any, are bound in writing to the foregoing, and to all of Service Provider's obligations under any provision of this Agreement, for Company's benefit and Service Provider will be responsible for any noncompliance by them. Service Provider agrees to indemnify Company from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this Agreement or any other action or inaction by or for or on behalf of Service Provider.
6. Assignment. This Agreement and the services contemplated hereunder are personal to Service Provider and Service Provider shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void. Company may fully assign and transfer this Agreement in whole or part.
7. Notice. All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or to such other address as such party last provided to the other by written notice.
8. Miscellaneous. Any breach of Section 2 or 3 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of

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such rights. No changes, additions, modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties with respect to the subject matter hereof.

9. Arbitration. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in the County of San Francisco, California, conducted in the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. For avoidance of doubt, all proceedings relating to the arbitration shall be conducted in English, and all documentation and/or correspondence exchanged between the parties relating to the arbitration or between a party and the arbitrator shall be in English. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to non-exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of California. The prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

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**Signature (Mixmax)**

*Heath Barnett*

Heath Barnett, VP of Revenue

548 Market St PMB 60764, San Francisco, California 94104, USA

**Signature (Service Provider)**

*Keegan Moody*

Name: Keegan Moody

Address (Service Provider)

6625 Biscayne Way Douglasville, GA

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**EXHIBIT A**

**SERVICES** The services are as follows (and also include any other work Service Provider performs for company or related to the Company's actual or proposed business, research or development): GTM Engineer.

**FEES/EXPENSES** (applicable only where checked and completed)

Service Provider will invoice Company a fee of \$10,000.00 per month for Services.

Service Provider shall submit invoices to Company for each payment.

Expenses are not reimbursable unless authorized in writing by Company in advance.

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### **EXHIBIT B**

California Labor Code Section 2870. **Application of provision providing that employee shall assign or offer to assign rights in invention to employer.**

1. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - a. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  - b. Result from any work performed by the employee for his employer.
2. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

# Audit trail

## Details

FILE NAME Service Agreement Rev. October 2025 - Keegan Moody

STATUS  Signed

STATUS TIMESTAMP 2025/10/16  
17:36:50 UTC

## Activity



SENT

jennifer@mixmax.com **sent** a signature request to:

- Keegan Moody (keeganmoody33@gmail.com)
- Heath Barnett (heath@mixmax.com)

2025/10/15  
19:10:50 UTC



SIGNED

**Signed** by Heath Barnett (heath@mixmax.com)

2025/10/16  
17:36:50 UTC



SIGNED

**Signed** by Keegan Moody (keeganmoody33@gmail.com)

2025/10/15  
19:44:39 UTC



COMPLETED

This document has been signed by all signers and is **complete**

2025/10/16  
17:36:50 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.