



CYFOX

CYFOX INC.

2045 W Grand Ave Ste B, PMB 46737 Chicago,
Illinois 60612-1577 US

✉ accounts@cyfox.tech

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MASTER SERVICES AGREEMENT

DATED 29 OCTOBER, 2023

BETWEEN

CYFOX INC.

AND

PRIVIOM INC.

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**MASTER SERVICES AGREEMENT**

This Master Services Agreement ("**Agreement**") is made and entered into on this 29 October, 2023 ("**Effective Date**") by and between:

1. **CYFOX INC.**, a company incorporated under the laws of United States of America and having its principal place of business at 2045 W Grand Ave Ste B PMB 46737 Chicago, IL 60612 (hereinafter referred to as "**Cyfox**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **FIRST PART**; AND
2. **PRIVIOM INC.**, a Delaware corporation incorporated under the laws of United States of America and having its principal place of business at 10202 Pickfair Cove, Austin, Texas 78750, United States (hereinafter referred to as the "**Customer**", which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Cyfox and the Customer shall hereinafter be collectively referred to as the "**Parties**" and individually referred as a "**Party**".

WHEREAS:

- A. Cyfox is *inter alia* engaged in the business of custom software development and ancillary support services;
- B. The Customer is engaged in the business of providing a third party services tracking & management software as a service to customers; and
- C. The Customer is desirous of procuring certain services from Cyfox and Cyfox has agreed to offer its services to the Customer on terms and conditions stipulated hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL AND DEPENDENT PROMISES HEREINAFTER SET FORTH, THE PARTIES, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION**1.1 Definitions**

- 1.1.1 "**Agreement**" means collectively this Master Services Agreement, together with the relevant SOW (*as defined hereinafter*), schedules and annexures attached hereto, as amended, supplemented, replaced or otherwise modified from time to time, and including statement of works or any other document which amends, supplements, replaces or otherwise modifies this Master Services Agreement.
- 1.1.2 "**Authority**" shall mean (a) any union, state, local, or other governmental, statutory, administrative, regulatory or self-regulating authority, agency or instrumentality, having jurisdiction over the relevant matter, (b) any court, tribunal or administrative body, or (c) any other similar dispute resolving panel or body.
- 1.1.3 "**Fees**" shall have the meaning as ascribed to it in Clause 5.1 of this Agreement.
- 1.1.4 "**Intellectual Property Rights**" shall deem to mean and include all copyright, designs, inventions patents, service marks, trademarks (in each case, whether registered or arising at common law, or its overseas equivalent) or applications for any of these, formulations, trade names, business names, inventions, discoveries, trade secrets, know-how, technical information, commercial and financial data and all other industrial or intellectual property rights.

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- 1.1.5 **"Laws"** shall mean all statutes, enactments, and acts of legislature, laws, ordinances, rules, bylaws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any Authority as amended or supplemented from time to time.
- 1.1.6 **"Services"** means the services that are to be performed by Cyfox under this Agreement as specified in the applicable SOW.
- 1.1.7 **"Statement of Work" or "SOW"** means each statement of work executed by Cyfox and the Customer (including any exhibits and addenda thereto) in the format provided, describing the Services which shall be provided by Cyfox to the Customer.

1.2 Interpretation

The interpretation and construction of this Agreement shall be subject to the following:

- 1.2.1 The headings to clauses/annexures are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Agreement.
- 1.2.2 Words importing the singular will include the plural and vice versa; words importing any gender will include all other genders; and words importing persons will include bodies corporate and unincorporated and vice versa.
- 1.2.3 References to clauses and annexures are references to clauses and annexures of, to, this Agreement respectively, and the provisions and conditions contained in them, will have the same effect as if set out in the body of this Agreement.
- 1.2.4 Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.2.5 Grammatical variations of defined terms shall have the corresponding meaning.
- 1.2.6 Words such as "includes", "including" and "such as" are deemed to be followed by "without limitation".
- 1.2.7 A reference to a statute or legislation is to that statute or legislation as amended, re-enacted or replaced.
- 1.2.8 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 1.2.9 A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- 1.2.10 A reference to "month" shall mean an English calendar month and reference to "year" shall mean an English calendar year.

2 ARRANGEMENT AND SCOPE OF SERVICES

- 2.1 The Customer hereby appoints Cyfox, and Cyfox accepts such appointment as an independent service provider on a non-exclusive basis to provide certain software development and ancillary services to the Customer, more particularly described the applicable Statement of Work (**"Services"**) during the Term and any renewals and extensions thereof in the manner specified herein.
- 2.2 The Parties shall enter into one or more Statement of Work(s) that contain additional terms and conditions applicable to the provision of relevant Services. Upon execution by the Parties, each Statement of Work (including any exhibits and addenda thereto) shall be deemed attached as a schedule to this Agreement and incorporated into this Agreement.

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2.3 Subject to the terms and conditions of this Agreement, Cyfox shall perform the Services in the manner and to the extent specified in this Agreement and the relevant SOW. Without limiting the foregoing, Cyfox shall be under no obligation to provide any services that Cyfox has not expressly agreed to provide in the applicable Statement of Work in writing.

2.4 Cyfox will utilize sub-contractors from Unico Connect Private Limited, based in Mumbai India to perform the Services.

3 CO-OPERATION OF THE CUSTOMER

3.1 The Customer acknowledges that Cyfox's ability to provide the Services as contemplated in this Agreement and or in any Statement of Work is subject to any assumptions specified in the Statement of Work and depends upon the proper fulfilment by the Customer of Customer's obligations under this Agreement and the Statement of Work.

3.2 The Customer shall provide Cyfox with access to such of Customer's materials, information, facilities and employees as Cyfox reasonably requires in order to perform the Services.

3.3 For the purpose of successful implementation of Services, Cyfox may require approvals, acceptances, reviews, and clarifications from the Customer during various stages of this Agreement and thus delays in providing these approvals, acceptances, reviews, and clarifications may result in a review/revision of the scheduled milestones and/or Fees and other costs.

3.4 The Customer acknowledges that in the event the Customer fails to comply with any of its obligation or responsibility resulting in delay or if the same impairs the performance of the Services, Cyfox will not be liable for failure to perform its corresponding responsibilities unless the Parties agree otherwise in writing. Further, to the extent of such delay or impairment, and without prejudice to Cyfox's other rights and remedies, Cyfox will be entitled to additional time for performance of the Services, and to charge additional amounts in respect of incremental effort or expense incurred.

4 CHANGE REQUEST

4.1 All requests for changes, modifications, and additions to the Services by the Customer under this Agreement require a written change request ("**Change Request**"). The Customer may initiate a Change Request by submitting a written request for a change in Services to Cyfox along with an explanation of reasons as to why the requested modification is desirable or necessary. The Change Request should be submitted by the Customer's authorised representative to Cyfox's authorised representative.

4.2 If there is any Change Request from the Customer then Cyfox assumes that the Customer will intimate Cyfox well before time which shall be not later than five (5) days prior to the start date of execution of Services, so that such intimation allows Cyfox to estimate effort and costs to modify the existing technical solution for provisioning of the Services.

4.3 All Change Requests must contain the following: a) A description of any additional work to be performed and/or changes to the performance required of either Party; b) A statement of the impact of the work or changes on the Services, time schedule, resource allocation and availability, costs, expenses or other requirements; c) A description of any consequent changes to the Services; and d) Signatures of duly authorized representative of each Party.

4.4 On submission of a Change Request from the Customer, Cyfox shall notify the Customer of terms and conditions of acceptance, if accepted or shall communicate its rejection of such Change Request.

5 PAYMENT TERMS

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- 5.1 In consideration of Cyfox providing the Services, the Customer shall pay Cyfox the fees as specified in the applicable SOW from time to time ("**Fees**").
- 5.2 The Fees specified in Clause 5.1 and any other amounts owed to Cyfox by the Customer shall be paid by the Customer by wire transfer to Cyfox's bank account, details of which may be provided from time to time.
- 5.3 The Customer shall make all payments within fifteen (15) days of receipt of Cyfox's invoice and any overdue amounts shall accrue interest from the relevant due date until the date that payment is received at the rate of ten (10) percent annually or part thereof. The interest can be waived off as per Cyfox Management's discretion. All payments shall be made in United States Dollars (USD).
- 5.4 The Customer shall reimburse Cyfox for all reasonable and necessary expenses incurred by Cyfox for provision of Services hereunder.
- 5.5 If the Customer cancels any scheduled Services, then Cyfox may charge the Customer, and the Customer shall pay Cyfox the actual fees for the Services rendered till that date.
- 5.6 Unless otherwise specified in the applicable SOW, all Fees shall be exclusive of applicable taxes and such similar levies and impositions ("**Taxes**"), and the Customer shall be responsible for any Taxes payable with respect to the Services provided to the Customer or otherwise arising out of or in connection with this Agreement.
- 5.7 The Customer shall make all payments of Fees and any other amounts due under this Agreement to Cyfox free and clear of, and without reduction for, any withholding taxes. If the Customer is, by virtue of the statutes, Laws, codes or governmental regulations of a country in which any Services are performed, required to make any such withholding from any such Fees due to Cyfox under this Agreement, the sum payable by the Customer upon which such withholding is based shall be increased to the extent necessary to ensure that, after such withholding, Cyfox receives an amount such that it is equal to the amount Cyfox would have received in the absence of such withholding. The Customer shall provide Cyfox with official documentation and/or tax receipts on such withholdings supporting such Taxes and such payments as may be required under Laws to Cyfox for its tax records on or before the due date **AS PER RELEVANT LAWS.**

6 REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party represents and warrants to other that on the Effective Date and during the Term of this Agreement:
 - 6.1.1 It is a company duly incorporated, validly existing and is in good standing under the Laws of country of its incorporation;
 - 6.1.2 It has all necessary corporate power and authority to enter into this Agreement and/or to perform all the obligations to be performed by it hereunder, as the case may be;
 - 6.1.3 The persons signing this Agreement on behalf of such Party has the authority to so sign and execute it on behalf of the Party for whom he is signing so as to create binding obligations on such Party;
 - 6.1.4 The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, and the fulfilment of and compliance with the terms and conditions hereof, do not (i) violate any applicable Laws, judicial or administrative order, award, judgment or decree applicable to it, or (ii) conflict with

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the terms, conditions or provisions of its constitutive documents or any other contractual obligations or regulations; and

6.1.5 This Agreement constitutes its valid and legally binding obligation and will be enforceable against it in accordance with its terms.

6.2 The Customer further warrants that all software, information, data, materials, and other assistance provided by it to Cyfox will not infringe the Intellectual Property Rights or other rights of any third party. Further, the Customer has the rights and is otherwise authorized to deliver such materials and contents and to grant the rights and licenses to Cyfox for the performance of the Services as contemplated in this Agreement and each SOW.

6.3 The Customer agrees and acknowledges that the Services are provided on an 'AS IS' basis and except for the limited representations, warranties, and covenants expressly stated herein, Cyfox hereby expressly disclaims any and all warranties of any kind or nature, whether implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. Cyfox does not warrant or represent regarding the use, or the results of the use, of the Services in terms of correctness, accuracy, reliability, or otherwise. The Services are not intended to be used as the sole basis for any business decision. The Customer acknowledges that it has relied on no warranties.

6.4 All warranties and representations contained in this Agreement, if any, are conditional upon all applicable Fees and any other charges for the Services or any other outstanding amounts having been paid to Cyfox in full as and when due.

7 PROPRIETARY RIGHTS

7.1 Unless otherwise agreed in the applicable SOW and subject to receipt of applicable fees by Cyfox, all works and inventions made, created, developed or produced by Cyfox or its subcontractors and employees in connection, whether directly or indirectly, with providing Services under this Agreement shall inure and belong exclusively to the Customer as 'work for hire'. Cyfox shall make prompt written disclosure to the Customer and shall hold in trust for the sole right and benefit of the Customer all such works and inventions, intellectual property created/in-process during the term of this Agreement.

7.2 Each Party shall retain all rights in and be the sole owner of (i) all its Confidential Information, and derivative works thereof or improvements thereto; (ii) all Intellectual Property Rights therein. Neither Party grants any licenses to the other Party to use such Party's Intellectual Property Rights except as expressly specified in this Agreement and the applicable SOW.

7.3 Notwithstanding anything contained herein, Cyfox shall retain title to any tools, developer codes, platform or software used in connection with the Services and all other pre-existing Intellectual Property Rights and other rights of Cyfox.

8 CONFIDENTIAL INFORMATION

8.1 Each Party ("**Receiving Party**") recognises that it may be given and has access to Confidential Information of the other Party ("**Disclosing Party**"). The Receiving Party undertakes not to use any such Confidential Information of the Disclosing Party, for its own purposes except as permitted hereunder, without the prior written consent of the Disclosing Party. The Receiving Party further undertakes that it shall at all times during and after termination of this Agreement keep the Confidential Information confidential and not disclose to any third party. The contents of this Agreement shall also be kept confidential.

8.2 No announcement, circular, press releases, advertising, marketing materials or promotional materials in connection with the subject matter of this Agreement shall be made or issued

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(whether in print, electronically or otherwise) by or on behalf of the Receiving Party without the prior written consent of the Disclosing Party except for (i) as required by applicable Laws or (ii) to any Authority to which the Receiving Party is subject. The Receiving Party shall cooperate with the Disclosing Party in obtaining protection of such Confidential Information of the Disclosing Party and if a protective order cannot be obtained then the Receiving Party shall consult with the Disclosing Party as to the contents of any such announcement and take into account all reasonable request of the Disclosing Party relating thereto.

- 8.3 Upon request of the Disclosing Party, the Receiving Party undertakes to immediately return to the Disclosing Party all Confidential Information of the Disclosing Party disclosed to it under this Agreement in any form whether physical or in machine readable. Further, the Receiving Party also undertakes to return or destroy or have destroyed all data, notes, budgets, etc. based on or derived from the Confidential Information of the Disclosing Party disclosed to it.
- 8.4 The provisions of this Clause shall survive the termination of this Agreement for a period of two (2) years.

9 INDEMNIFICATION

- 9.1 The Customer shall indemnify, defend, and hold Cyfox including its directors, employees and agents harmless from and against any liabilities, claims or demands (including the costs, expenses, dispute resolution costs and attorneys' fees on account thereof) relating to or may result from any (i) breach by the Customer of any of its obligations, representations and warranties under this Agreement (ii) any injuries to persons or damage to property, including theft, resulting from the Customer's acts or omissions; (iii) any claims brought against Cyfox arising in whole or in part out of claims brought against the Customer.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall exclude or limit liability that cannot be limited or excluded by applicable Laws. Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of Cyfox for all claims (and not per incident), losses or damages arising under or in relation to this Agreement shall not exceed the total amount paid by the Customer to Cyfox under this Agreement in the one (1) month immediately preceding the date of the claim.
- 10.2 Neither Party shall be liable to the other or any third party under this Agreement for any indirect, special, incidental, remote punitive, exemplary, or consequential damages arising out of or resulting from this Agreement.

11 TERM AND TERMINATION

- 11.1 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect for a term of two (2) years, unless terminated earlier in accordance with the terms hereof. OR This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until terminated in accordance with the terms of this Agreement.
- 11.2 Each SOW shall set forth the applicable term for the SOW (each, a "**SOW Term**"), which SOW Term shall continue for the term of this Agreement unless the Parties mutually agree in writing otherwise, except that all SOWs, unless sooner terminated, shall terminate at the expiration or termination of the term of this Agreement.
- 11.3 Cyfox shall have the right to forthwith terminate this Agreement upon the occurrence of any of the following events by sending the termination notice to the Customer. In such event, this Agreement shall absolutely terminate without any payment of compensation, loss,

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damages, charges, expenses or costs of whatsoever to the Customer on account of such termination:

- 11.3.1 If the Customer shall have committed a breach of any of the terms and conditions of this Agreement on its part to be performed, Cyfox may serve on the Customer a notice ("**Default Notice**") specifying the breach in writing, and requiring it within [fifteen (15)] days to make good the same and if the Customer does not within the aforesaid period of [15 (fifteen) days comply with the Default Notice, then Cyfox shall be entitled to forthwith terminate this Agreement.
- 11.3.2 If the Customer voluntarily or involuntarily becomes the subject of a bankruptcy, insolvency or similar proceeding or makes a composition with its creditors generally or if a receiver or administrator or trustee is appointed to take possession of the business or properties or undertaking of the Customer or if the Customer ceases to carry on its business for a period of [sixty (60)] days as presently conducted, then Cyfox shall forthwith be entitled to terminate this Agreement.
- 11.4 Notwithstanding anything contained in this Agreement, upon written notification to the Customer, Cyfox reserves the right at its sole discretion to immediately suspend its performance, in whole or in part, under this Agreement, and/or to subsequently terminate this Agreement, or both: (1) if Cyfox, in good faith, determines that (a) the requirements of any Law, regulations and/or judicial action have not been or will not be met; (b) any new, or changes in existing Laws, regulations, or regulatory or judicial action will adversely affect the ability of Cyfox to perform its obligations under these presents, in its sole and absolute opinion; (c) any product, process, or both, including, without limitation, any software, information, data, models or other material, as well as any Intellectual Property Rights embodied in any or all of the foregoing (whether licensed to, owned by, or otherwise controlled by, Cyfox) which are necessary (in Cyfox's sole and absolute opinion) for the provision of the Services are terminated by the licensing entity; or (d) any combination of the foregoing.
- 11.5 In the event of termination or expiry of this Agreement, as the case may be, Cyfox shall cease performance of all further Services in respect of this Agreement. Cyfox shall be entitled to receive from the Customer, the proportionate Fees and any other amounts due until such date of termination or expiry. Upon termination, subject to receipt of applicable Fees, Cyfox shall hand over any work in progress developed for the Customer till the effective date of termination.
- 11.6 Upon the expiry or termination of this Agreement, the Customer shall immediately hand-over to Cyfox, all Confidential Information and materials or documents in its possession (whether in physical or machine readable form), including any copies thereof that belong to or are provided by Cyfox. The Customer also acknowledges and agrees not to make or retain any copies of the said materials or documents.

12 **FORCE MAJEURE**

No Party shall be liable to the other, nor be in default if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of such Party, including but not limited to, applicable Laws, fires, floods, tsunami, explosions, epidemics, pandemics, diseases, accidents, acts of God, threat of wars, riots, strikes, systems failure, technical mishaps, hacking, internet disruptions, loss of data, communications failure, strikes, work stoppages, or other concerted acts of workmen, acts of Government, terrorist attacks ("**Force Majeure**"). The Party claiming an event of force

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majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the force majeure event has ceased and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance, and the Parties shall resume performance hereunder when such cause is removed.

13 GOVERNING LAW AND DISPUTE RESOLUTION

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.
- 13.2 In the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Agreement, or out of or in connection with the breach, or alleged breach of this Agreement (hereinafter referred to as the “**Dispute**”) between the Parties, both of them shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within thirty (30) days after either of the Party informing the other Party in writing of the existence of the Dispute, then either Party may refer the dispute for resolution by arbitration. Such arbitration shall be governed by the provisions of the Federal Arbitration Act or any statutory re-enactment or modification for the time being in force. Either Party shall be entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration. The arbitration shall be held at Chicago, Illinois. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law. The award shall be reasoned and shall be in writing.
- 13.3 Subject to Clause 13.2, the courts at Chicago, Illinois shall have exclusive jurisdiction over any of the disputes arising out of or in connection with this Agreement.

14 NOTICES

- 14.1 Any notices/communication to be given by a Party to the other Party shall be sent by prepaid registered mail with acknowledgement due or courier or email to the other Party at the address/email ID as mentioned below. All notices/ communication shall be in English and shall be deemed to have been given (i) the expiry of ten (10) days after posting if sent by registered post; or (ii) the business date of receipt, if sent by courier; or (iii) the business date, if transmitted by email transmission and the delivery has not failed.

To the Customer:

Attention: Mr. Noah Wittman

Address: 10202 Pickfair Cove, Austin, Texas 78750 United States

Email ID: noah@priviom.io

To Cyfox:

Attention: Mr. Sunny Patel

Address: 2045 W Grand Ave Ste B PMB 46737 Chicago, IL 60612

Email ID: sunny@cyfox.tech

15 RELATIONSHIP BETWEEN THE PARTIES

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- 15.1 The relationship between Cyfox and the Customer, established by this Agreement is of independent transacting parties and this Agreement is entered into on a 'principal to principal' basis.
- 15.2 Nothing in this Agreement shall be construed to (i) give the Customer day-to-day managerial control over Cyfox's operations; or (ii) constitute the parties as principal and agent, employer and employee, partners, joint ventures, co-owners or otherwise as participants undertaking; or (iii) give the Customer or its personnel control over the place of business unit of Cyfox.

16 ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the entire agreement between the Parties in respect of the transaction and supersedes and cancels any prior agreements, representations, understandings, arrangements, communications or expressions of intent relating to the subject matter of this Agreement and merges all discussions and negotiations among them and none of the Parties shall be bound by any conditions, warranties, understandings or representations with respect to such subject matter other than those expressly provided herein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorised officer of the Party to be bound thereby. Neither Party shall have the power to bind the other Party or incur obligations on the other Party's behalf without such other Party's prior written consent, except as otherwise expressly provided herein.

17 NON-SOLICITATION

- 17.1 The Customer herein further agrees that during the term of this Agreement and for a period of two (2) years thereafter it shall not without the express written consent of Cyfox, directly or indirectly:
 - 17.1.1 Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by Cyfox (including any of its affiliated companies, sub-contractors, vendors, etc.) in rendering Services under this Agreement; or
 - 17.1.2 Induce any person who shall have been an associate of Cyfox (including any of its affiliated companies, sub-contractors, vendors, etc.) at any time to terminate his/her relationship with Cyfox.

18 SEVERABILITY

- 18.1 All provisions of this Agreement shall be severable, and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein. If any provision of this Agreement shall be susceptible of two interpretations, one of which would render the provision invalid and the other of which would cause the provision to be valid, such provision shall be deemed to have the meaning which would cause it to be valid. If any provision of this Agreement shall be prohibited by or adjudicated by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other provisions or the validity or enforcement of this Agreement.

19 ASSIGNMENT

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19.1 This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. The Customer shall be entitled to assign or transfer any of its rights and liabilities hereunder to any third party only after obtaining a prior written consent of Cyfox. However, Cyfox shall be entitled to assign or transfer any of its rights and liabilities hereunder to any third party without obtaining the consent of the Customer.

20 FURTHER ACTS

20.1 Each of the Parties to this Agreement agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable Laws or as may be necessary or reasonably desirable to implement and/or give effect to this Agreement.

21 RESERVATION OF RIGHTS

21.1 No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision, and any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

22 AMENDMENTS

22.1 This Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties.

23 COUNTERPARTS

23.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written, and each Party executing this Agreement on behalf of a Party is an authorized signatory of such Party.

For and on behalf of

CYFOX INC.

Sign: Sunny Patel

Name: Sunny Patel

Title: CEO

For and on behalf of

PRIVIOM INC.

Sign: Noah Wittman

Name: Noah Wittman

Title: CEO

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Statement of Services Work (SoW)

SOW 02

For

PRIVIOM INC.



1. Introduction

This Statement of Work dated 29 October 2023 ("**SOW**") is incorporated as an attachment to the Master Service Agreement between **Cyfox Inc.** (hereinafter "**Cyfox**") and **Priviom Inc.** ("**Customer**") dated 29 October 2023 (the "**Master Agreement**"). This SOW outlines the process, terms and conditions whereby Cyfox will design new features for the Priviom application (the "**Project**") for the Customer.

2. Timeframe

This engagement is expected to start on 30 October 2023 for a duration of three (3) weeks and complete by 20 November 2023.

3. Resources

Cyfox shall provide the following resources as per the duration and time specified below.

Resource	Duration & Responsibility
Tech Lead	For review & a weekly progress meet for up to an hour each week for the duration of the engagement
Bubble Developer	3 weeks up to 120 hours for Bubble app development & testing

4. Scope of Work

The scope of work for this engagement includes implementation & testing of the following features.

- Customer login & signup using Google authentication
- Customer login & signup using Microsoft authentication
- Database changes to accommodate the above authentication mechanism.
- Display list of predefined top 20 tools (from a total list of 72) for customers immediately after signup to improve their onboarding experience. The list of tools will be fixed for all customers and will not be customized based on industry and company size.
- Allow the customer to manually add a vendor or application and remove the dependency to mandatorily enter both values.
- Implement a condition to check the user's domain, whether it is an existing customer or a new one at the time of onboarding and accordingly mark the first signup as the primary user for that domain.
- Check token issue related to integration of Slack notifications with Teams using Zapier
- Input field label changes requested by Customer.
- The app will be provided to the Customer team for final testing.



The following is not included in the scope of work:

- Application database enhancements identified by Cyfox during the assessment phase will not be implemented.
- Manual testing will be done by the developer himself. This does not consider a professional QA resource.
- Implementation of any additional features and third party services other than the ones mentioned in scope of work above.

5. Cyfox Point of Contact

Cyfox shall provide a point of contact to raise any concerns with the resources provided as well as progress.

Name: Malay Parekh

Email: malay@cyfox.tech

6. Rate & Terms

Resources shall be billed to the Customer as per the hourly rate provided below.

Resource	Hourly rate (USD)	Total Cost (USD)
Tech Lead	\$35	Waived off for this SOW
Bubble Developer	\$25	\$3,000

Terms:

- Cyfox will utilize sub-contractors from Unico Connect Private Limited, based in Mumbai India to perform the Services.
- The resources will be available between Monday to Friday within 10:00 am to 7:00 pm Indian Standard Time (IST).
- The resources will observe public & national holidays as per sub-contractor's holiday calendar. There is a public holiday on 13 November 2023.
- The resources will be working remotely and not at the customer site. Meetings will be conducted remotely via Google Meet.
- The resources will make their best efforts to provide additional support as requested by the Customer. Additional hours will be billable as per the hourly rate provided above.
- The Customer will provide all relevant access including access, documentation, systems and third-party services required to perform their duties.



CYFOX

CYFOX INC.

2045 W Grand Ave Ste B, PMB 46737 Chicago,
Illinois 60612-1577 US

✉ accounts@cyfox.tech

🌐 www.cyfox.tech

Resource Performance:

- Any concerns regarding the performance of the resources should be highlighted to the first point of contact, who will work with the Customer to address the concerns.
- The Customer can request a replacement resource if performance concerns are reported more than twice (i.e. on the third instance).
- Cyfox will work towards providing a suitable & similar replacement resource on a best effort basis, subject to availability of resources, at no additional cost. (resource will be swapped)
- If Cyfox is unable to fulfill the replacement request, the Customer & Cyfox can mutually decide on initiating termination of the contract.

7. Payment Schedule & Terms

The payment terms are 50% upfront after the signing of the SOW and 50% after the completion of the project. The payment milestones are specified below.

Date	Amount (USD)
30 October 2023	\$1,500
20 November 2023	\$1,500

General Terms & Conditions:

- Cyfox reserves the right to charge additionally for any additional work/travel carried out through this engagement (or) for effort that is being carried out beyond the estimated duration due to any kind of delay from Customer team that is impacting the engagement timeline
- Cyfox shall not be liable for delay in performing obligations under this proposal / contract or for failure to perform obligations if the delay or failure results from any of the following: Act of God, governmental act, fire, war, explosion, accident, industrial dispute, impossibility of obtaining materials, or any other such circumstances beyond the party's reasonable control.
- Cyfox shall be responsible for the replacement of the resources who leave the project midway before completion of the engagement duration. The replacement of such resources shall be at Cyfox's cost & best efforts.
- All taxes, levies, duties, fees (including transaction fee) on the said services and products as may be applicable under the existing laws or that may be imposed by the IL State, United States government or any other government body by virtue of new enactment or amendment to the existing statutes or otherwise, will be entirely borne and paid by Customer.

8. Mode of Payment

Payments are to be wired to bank A/Cs within the due date. Bank Account details are as follows

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Beneficiary Name: CYFOX INC.
Bank Name: Choice Financial Group
Account Number: 202207357219
Account Type: Checking
Routing Number (Domestic):
091311229 SWIFT Code:
CHFGUS44021

9. Termination

Either Party to this SOW may terminate this SOW in accordance with the terms specified in the Master Agreement by providing a written notice at least Thirty (30) days prior to the other Party.

9. Intellectual Property Rights and Ownership

All Intellectual Property (including Source Code, Documentation) created during the project is owned by the Customer, and will be turned over to the Customer at the conclusion of the project by Cyfox and after the fulfillment of all commercial obligations by the Customer. The Customer is the sole owner of the developed software with full IPR.

10. Authorization to Proceed Signatures

The signatures below authorize the Customer to engage CYFOX INC according to the scope and terms defined in this Statement of Work (SOW).

For CYFOX INC.

Date: 31 / 10 / 2023

Signature *Sunny Patel*

Name: Sunny Patel

Title: CEO

For PRIVIOM INC.

Date: 30 / 10 / 2023

Signature *Noah Wittman*

Name: Noah Wittman

Title: CEO

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