

## Master Services Agreement

This Master Services Agreement (this "Agreement"), dated as of 11/25/2024 (the "Effective Date"), is by and between Milan Vukmanovic with an address of Milosa Glisica 14 Arilje 31230, Serbia (the "VENDOR") and Cognitus Consulting LLC a Texas Limited Liability Company with offices location at 16600 Dallas Parkway, STE 200, Dallas TX 75248 (the "CLIENT") for the delivery of professional services on a Time & Materials basis to the Client, the Client's customers and the CUSTOMER's subsidiaries (collectively, the "CUSTOMER"). The specific services to be offered are described in the Work Order(s) attached to this Agreement as exhibits. In the event of any conflict between the contents of a Work Order and this Agreement, this Agreement shall be controlling.

1. **WORK ORDERS:** VENDOR shall provide to CLIENT the services set out in one or more work orders to be issued by CLIENT and accepted by VENDOR (each, a "Work Order"). The initial accepted Work Order is attached hereto as Exhibit A. VENDOR will provide services from the CUSTOMER's location or other locations that are mutually agreed upon. The specific location for specific services to be offered are described in the applicable Work Order(s).

2. **INVOICING/PAYMENT:** VENDOR will invoice CLIENT monthly for hours worked and expenses incurred, based on CLIENT's approved Timesheets. CLIENT payment is due as defined in the applicable Work Order, from receipt of invoice.

3. **INDEPENDENT CONTRACTOR:** The parties agree that VENDOR will act as an independent contractor and not as an employee or agent of the CLIENT and will have sole responsibility for the payment of salary, worker's compensation, disability benefits, and the like for its personnel. VENDOR shall control the conditions, time, details, and means by which VENDOR performs the Services. The CLIENT shall have the right to inspect the work of VENDOR as it progresses solely for the purpose of determining whether the work is completed according to the applicable Work Order.

4. **TAXES:** Notwithstanding any provision to the contrary in this Agreement, VENDOR shall be solely responsible for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to services performed under this Agreement.

5. **INTELLECTUAL PROPERTY:**

5.1 VENDOR assigns to the CLIENT, VENDOR's entire right, title, and interest in any invention, technique, process, device, discovery, improvement, or know-how, whether patentable or not, hereafter made or conceived solely or jointly by VENDOR while working for or on behalf of the CLIENT, which relate to, is suggested by, or results from matters set out in any active Work Order and depends on either:

(a) VENDOR's knowledge of Confidential Information (as defined in Section 6) it obtains from the CLIENT or CUSTOMER.

(b) The use of CLIENT or CUSTOMER equipment, supplies, facilities, information, or materials.

5.2 VENDOR shall disclose any such invention, technique, process, device, discovery, improvement, or know-how promptly to the CLIENT. VENDOR shall, upon request of the CLIENT, promptly execute a specific assignment of title to the CLIENT and do anything else reasonably necessary to enable the CLIENT to secure for itself, patent, trade secret, or any other proprietary rights in the United States or other countries. It shall be conclusively presumed that any patent applications relating to a Work Order, related to trade secrets of the CLIENT, or which relate to tasks assigned to VENDOR by the CLIENT, which VENDOR may file within one year after termination of this Agreement, shall belong to the CLIENT, and VENDOR hereby assigns same to the CLIENT, as having been conceived or reduced to practice during the term of this Agreement.

5.3 All writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by VENDOR in the course of performing services for the CLIENT, together with any associated copyrights, are works made for hire and the exclusive property of the CLIENT. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by VENDOR to the CLIENT of the ownership of and all rights of copyright in, such items, and the CLIENT shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections which may be available in the works. VENDOR shall give the CLIENT or its designees all assistance reasonably required to perfect such rights.

5.4 If for any reason, including incapacity, the CLIENT is unable to secure VENDOR's signature on any document needed to apply for, perfect, or otherwise acquire title to the intellectual property rights granted to it under this Section 5 or to enforce such rights, VENDOR hereby designates the CLIENT as VENDOR's attorney-in-fact and agent, solely and exclusively to act for and on VENDOR's behalf to execute and file such documents with the same legal force and effect as if executed by VENDOR and for no other purpose.

6. **CONFIDENTIALITY:** All non-public, confidential or proprietary information of CLIENT ("Confidential Information"), including, but not limited to, information pertaining to CLIENT business affairs, products or services, intellectual property rights, trade secrets, third-party confidential information (including of CUSTOMERS), specifications, documents, data, business operations, customer lists, pricing, discounts, or rebate, and other sensitive or proprietary information, disclosed by CLIENT to VENDOR, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely

for VENDOR's use in performing this Agreement and may not be disclosed or copied unless authorized by CLIENT in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of VENDOR's breach of this Agreement; (b) is obtained by VENDOR on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) VENDOR establishes by documentary evidence, was in VENDOR's possession prior to CLIENT's disclosure hereunder. Upon CLIENT's request, VENDOR shall promptly return all documents and other materials received from CLIENT. CLIENT shall be entitled to injunctive relief for any violation of this Section.

**7. NON-COMPETITION & NON-SOLICITATION:**

7.1 VENDOR acknowledges that during the course of business interactions between the parties hereunder, VENDOR may become privy to the identity of many of CLIENT's CUSTOMERS or CLIENT's potential customers. Therefore, during the Term (as defined in Section 8.1) and for a period of one year thereafter (the "Restricted Period"), VENDOR shall not directly or indirectly, whether as an independent contractor, consultant or otherwise, on their own behalf or on behalf of any third party, provide services of any kind to CLIENT's CUSTOMERS or CLIENT's potential customers where VENDOR is or was engaged to provide services by CLIENT during the Term. If, during the Restricted Period, VENDOR discovers additional opportunities with such CUSTOMER/potential customers and/or a CLIENT's customer requests VENDOR to perform any services for a CUSTOMER, either directly or indirectly, VENDOR agrees to notify CLIENT in writing of such request and work exclusively through CLIENT to perform such services to CUSTOMER.

7.2 During the Restricted Period, neither CLIENT nor VENDOR shall solicit for employment nor employ, either directly or indirectly, whether as an independent contractor, consultant, employee or otherwise, any individual who is or was, during the Term, an employee of VENDOR or CLIENT, as the case may be.

7.3 In the event of a breach of any provision of this Section 7, CLIENT and VENDOR shall have the right, without limiting any other remedies available to it under the law, to seek a court injunction, enjoining VENDOR or CLIENT from continuing its breach.

**8. TERM, TERMINATION, AND SURVIVAL:**

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Work Orders unless sooner terminated pursuant to Section 8.2 (the "Term").

8.2 Either party may terminate this Agreement or any Work Order, in whole or in part, at any time with or without cause by providing at least 15 days' prior written notice to the other party.

8.3 Upon expiration or termination of this Agreement for any reason, VENDOR shall promptly:

(a) Deliver to CLIENT all documents, work product, and other materials, whether or not complete, prepared by or on behalf of VENDOR in the course of performing the Services for which CLIENT has paid.

(b) Return to CLIENT all CLIENT-owned property, equipment, or materials in its possession or control.

(c) Remove any VENDOR-owned property, equipment, or materials located at CUSTOMER locations.

(d) Deliver to CLIENT, all documents, and tangible materials (and any copies) containing, reflecting, incorporating, or based on CLIENT's Confidential Information.

(e) Provide reasonable cooperation and assistance to CLIENT in transitioning the Services to an alternate service provider.

(f) On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.

(g) Permanently erase all of CLIENT's Confidential Information from its computer systems.

(h) Certify in writing to CLIENT that it has complied with the requirements of this Section

8.4 The rights and obligations of the parties set forth in this Section 8, Sections 4-7, and Sections 9-13, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 6 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of VENDOR or its affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

9. **LIABILITY FOR LOSS:** EXCEPT IN THE EVENT OF A BREACH OF SETION 6 (CONFIDENTIALITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, PROSPECTIVE, SPECULATIVE, EXEMPLARY, CONSEQUENTIAL LOSS, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED TO PERFORMANCE OR NON-PERFORMANCE UNDER THIS

AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **INDEMNIFICATION:** VENDOR shall defend, indemnify, and hold harmless CLIENT and CLIENT's affiliates and its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CLIENT Indemnatee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any third-party claim, suit, action, or proceeding arising out of or resulting from:

(a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the wilful, fraudulent, or negligent acts or omissions of VENDOR or VENDOR personnel; and

(b) VENDOR's breach of any representation, warranty, or obligation of VENDOR set forth in this Agreement.

11. **LIMITATION OF ACTIONS:** Except as permitted under applicable law, no action arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued.

12. **GOVERNING LAW/JURISDICTION:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. The parties agree to the exclusive jurisdiction of the federal and state courts of Texas in connection with any dispute arising hereunder. The prevailing party shall be awarded reasonable attorney fees together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

13. **MISCELLANEOUS:**

13.1 This Agreement constitutes the whole and entire agreement between the parties hereto and supersedes any prior agreement, undertaking, declarations, commitments or representations, verbal or oral, in respect of the subject matter hereof.

13.2 No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is

caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of

this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

13.3 This Agreement may be amended only by an instrument in writing executed by both VENDOR and CLIENT.

13.4 Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall 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.

13.5 VENDOR may not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of CLIENT. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.6 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

13.7 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement 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 shall negotiate in good faith to modify this Agreement 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.

13.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**Milan Vukmanovic**

**Cognitus Consulting LLC**

  
Milan (Nov 26, 2024 17:29 GMT+2)

**Signature**

**Signature**

Milan Vukmanovic

Amit Baid

**Name**

**Name**

Software Development Engineer I

President & CFO

**Title**

**Title**

Nov 26, 2024

**Date**

**Date**