

Master Service Agreement

This Master Service Agreement (“MSA”) governs Cortez Lab LLC’s (“CL”) dba Orca provision of services to you, the client, and shall be read in conjunction with each order form (“Service Order”), which identifies the services (defined below) purchased by you (“you” or “Company”). In case of a conflict between the terms of this MSA and the terms of a Service Order, the terms of the Service Order shall govern.

1. TERM AND TERMINATION

a. Term. This MSA shall become effective on the date of the Service Order and shall continue until the expiration of the last Service Order issued and accepted hereunder unless otherwise terminated as provided below (the “Term”).

b. Termination. During the Term, you may terminate this MSA and/or the accompanying Service Order: (i) immediately, in the case of CL’s Material Breach of this MSA; (ii) or as set forth in the corresponding Service Order. For the purpose of this Section, “Material Breach” shall mean CL’s failure to provide the Deliverables in accordance with the specifications in any Service Order that is not cured fourteen (14) days following the delivery of written notice to CL of such a failure, or any breach of CL’s representations or warranties. CL may terminate this MSA and the accompanying Service Order immediately for your breach of your obligations under this MSA.

c. Effect of Termination. In the event of termination for reasons other than CL’s Material Breach: (i) you will remain liable for any amount due under any applicable Service Order; (ii) CL will not refund any prepaid fees; and (iii) CL will wind up its work in a commercially reasonable manner and preserve and deliver to you all paid-for Deliverables (if any are specified in the accompanying Service Order). In the case of termination for CL’s Material Breach, CL will provide a pro-rated refund of any prepaid fees and will wind up its work in a commercially reasonable manner and preserve and deliver to you all paid-for Deliverables (if any are specified in the accompanying Service Order). Upon termination of a Service, all rights and licenses granted to you with respect to that Service shall immediately terminate. Both parties shall return any of the other party’s intellectual property and all confidential information used in the delivery of the Services within ninety (90) days of the date of termination.

2. FEES AND PAYMENT

You shall pay CL the fees (“Fees”) listed in the relevant Service Order pursuant to the payment method set forth therein (unless otherwise specified). All undisputed Fees shall be paid net thirty (30) days from the invoice date (unless otherwise specified). You must submit written notice to CL and provide supporting documentation as to any Fees you dispute within thirty (30) days from the date an invoice is received. CL shall provide a written response within thirty (30) days of the date of the notice. Upon mutual resolution, you shall pay any and all outstanding amounts due and owing within fifteen (15) business days of such resolution. You shall be solely responsible for the payment of, and shall pay when due all applicable federal and state taxes related to the purchase of CL products, (except for taxes assessed on CL’s net income), provided all such taxes for the particular period are included by CL on the corresponding invoice with respect to the Services. CL reserves the right to charge additional Fees for any services added in subsequent Service Orders and/or Change Orders. All additional Fees will be explicitly communicated in writing between CL and Company prior to execution.

3. SERVICES: LICENSE, RESTRICTIONS

a. Subscription Services / Deliverables.

Pursuant to each Service Order, CL will provide services and Deliverables (as defined below) (collectively, the “Subscription Services”) for the benefit of you using CL’s proprietary software (the “CL Platform”). The specifications for the Service and any content, materials or other deliverables developed by CL specifically for you, in connection with this Agreement (and associated intellectual property rights) (collectively, “Deliverables”) will be set forth on the applicable Service Order. For the avoidance of doubt, “Deliverables” shall not include the CL Platform.

b. Professional Services.

“Professional Services” means setup, implementation, configuration, consulting, training, content development and other services (other than the Subscription Service) that CL provides pursuant to a Service Order. CL will perform the Professional Services set forth in the applicable Service Order executed by the Parties, which shall include and/or specify a description of the Professional Services to be provided to you, the timeline for the performance of Professional Services, and the applicable Fees and payment terms. If either CL or you request a change in the scope of Professional Services or Platform Improvements, any agreed-upon

changes, including changes in Fees and expenses, will not be binding against either Party unless set forth in a writing executed by the Parties (each, a “Change Order”).

c. Access Provision.

Customer agrees to grant the Orca support team login access to a Customer-provisioned Salesforce sandbox instance using the access method outlined by Salesforce. This access is necessary for CL to provide an effective and efficient installation and onboarding process, support and services as specified in the Sales Order.

d. License.

Subject to the terms and conditions of this Agreement, and any applicable Service Order, CL hereby grants you a limited, worldwide, non-exclusive, non-transferable right and license under its applicable intellectual property rights to use the Services and the CL Platform during the term of this Agreement.

e. Restrictions.

You agree that you will not:

- (i) use the Services in a manner that infringes or violates the intellectual property rights or other rights of CL or any third party;
- (ii) violate any law or regulation;
- (iii) impersonate any person or entity or transmit any harmful code, file, or program;
- (iv) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the CL Platform;
- (v) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the CL Platform; or
- (vi) use the Services, CL Platform, Deliverables, or CL Confidential Information to create, develop, or support, directly or indirectly, a product, tool, or service that competes with, replicates, substitutes for, or is intended to replace the functionality of the CL Platform or Subscription Services.

For clarity, Customer shall not use any workflows, designs, documentation, data models, configurations, reports, or other CL Confidential Information to build internal tools or systems that provide materially similar functionality to the CL Platform, nor shall Customer assist any third party in doing so.

f. Automatic Updates

Updates to the Orca package will be pushed automatically into Salesforce managed by Customer unless otherwise specified. If Customer requests to have manual updates, the request must be agreed upon in writing. Manual updates must

be made within 30 days of the package upgrade release date as specified on the release notes section within support.orcaforce.co. If updates to the package cannot be made within 30 days of the most recent version release date, support from Orca will be restricted and limited.

g. Benchmarking.

Customer shall not (i) conduct or disclose the results of any benchmark, performance, security, or competitive testing of the CL Platform; (ii) use the Services to evaluate or compare the CL Platform with any competing product or service; or (iii) access the Services for purposes of monitoring availability, performance, or functionality for competitive purposes, in each case without CL's prior written consent.

4. INTELLECTUAL PROPERTY

The <https://www.orcaforce.co>, <https://www.cortezlabs.com>, and platform.orcaforce.co websites and domain names and any other linked pages, features, content, or application services offered from time to time by CL in connection therewith (collectively, the "Website"), and the CL Platform are the property of CL. For the purposes of this Agreement, the Website is considered to be part of the CL Platform. You shall retain all right, title and interest in and to: (i) all documents, messages, graphics, images, files, data, confidential information and other information that is created or provided by you while using the Service or the CL Platform, transmitted to or collected by CL in connection with the Service or by the CL Platform (collectively, the "Client Data"), and (ii) all Deliverables.

5. REPRESENTATIONS AND WARRANTIES

a. Each party hereby represents and warrants to the other party that: (a) it has the full right, power and authority to enter into this Agreement; and (b) this Agreement is a valid binding obligation of such party.

b. CL warrants, represents and agrees that the Services and the CL Platform, as utilized pursuant to the terms of this Agreement: (i) do not and will not violate any law or regulation; (ii) will not transmit a virus, Trojan horse, worm, time bomb, or other harmful computer code, file, or program to your systems; (iii) will be performed in a workmanlike manner in accordance with generally accepted industry standards; (iv) does not infringe any third-party intellectual property rights.

c. CL has no special relationship with or fiduciary duty to you. Other than log-in authentication, you acknowledge that CL has no control over, and no duty to take any action regarding which of your users gain access to the Services, how you may interpret or use the Services, or what actions you take as a result of having used the Services.

d. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, CL MAKES NO (AND HEREBY DISCLAIMS) WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. CL DOES NOT WARRANT THE RESULTS OF USE OF THE SERVICE.

6. INDEMNIFICATION

CL agrees to indemnify, defend and hold the Company harmless against all claims, actions, damages, costs, demands, expenses, liabilities, or losses (including all reasonable attorneys' fees) to persons or property, arising out of, related to or caused by (a) CL's collection, registration, processing, transfer or other use of Client Data, (b) CL and/or its employees, agents or representatives' gross negligence or willful misconduct, (c) breaches of any applicable law and (d) an allegation that CL's products infringe, violate or misappropriate any patents, copyrights, trademarks, trade secrets, or other intellectual property or proprietary rights.

If the product is, or in CL's opinion is likely to become, the subject of a claim, suit, or proceedings of infringement, CL may in its sole discretion: (i) procure, at no cost to the Company, the right to continue using the software; (ii) replace or modify the software, at no cost to Company, to make it non-infringing (provided that the modification does not materially impact the value or utility of the product), or (iii) terminate the license for the infringing product and provide Company with a full refund of any prepaid fees.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, THE CL PLATFORM OR THE SERVICES PERFORMED HEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN THAT PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR BREACHES OF SECTION 6 (INDEMNIFICATION), SECTION 8 (CONFIDENTIALITY) AND LIABILITY ARISING FROM NEGLIGENCE, EACH PARTY'S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY SERVICE ORDER SHALL IN NO EVENT EXCEED THE FEES PAID BY COMPANY TO CL UNDER THIS AGREEMENT.

8. CONFIDENTIALITY

"Confidential Information" shall mean (a) the content of this Agreement and any Service Order; (b) any statistics or other user data relating to the Service which specifically identify you, including Client Data; (c) any information designated in writing, or orally at time of disclosure, by the disclosing party as "confidential" or "proprietary" and/or (d) any non-public information disclosed by a party to the other hereunder. During the term of this Agreement, and for two (2) years following termination, neither party will, subject to the licenses granted in Section 3 above, use or disclose any confidential information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (a) is independently developed by the receiving party without access to the other party's Confidential Information; (b) becomes publicly known through no breach of this Section by the receiving party; (c) has been rightfully received from a third party authorized to make such disclosure; (d) has been approved for release in writing by the disclosing party; or (e) is required to be disclosed by a legal or government authority. CL agrees that it shall maintain safeguards as necessary, in no event less than reasonable care, to ensure that Client Data is not used or disclosed except as provided herein. CL shall implement the Service as "Anonymous" which means CL shall not store any of your data, and shall not have access to your data unless you choose to send it to CL. For clarity, CL's Confidential Information includes, without limitation, CL's product roadmap, release plans, technical documentation, architecture, business processes, workflows, data models, and any non-public information regarding the CL Platform or future product development.

9. MISCELLANEOUS

a. Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign or transfer this MSA to its successor in connection with a merger, acquisition or sale of

substantially all of a party's assets or a change in control effected by a sale of a Party's voting securities. This MSA shall be binding upon and shall inure to the benefit of a party's authorized successors and permitted assigns.

b. Notices. All notices shall be made in writing and delivered (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery or (iv) by electronically confirmed facsimile or electronic mail, followed immediately by U.S. Mail to CL at 2611 E 2nd Street Austin TX 78702, Attn: CTO, or to you at the address listed on the Service Order. A signed receipt shall be obtained where a notice is delivered in person. Notice will be effective upon delivery.

c. Force Majeure. Neither party shall be liable in any way for any delay or any failure of performance of a Service, or for any loss or damage related thereto, due to any cause beyond its reasonable control, including, without limitation, acts of nature, terrorism, civil unrest, war (whether declared or not) or the Government, earthquakes, fire, floods, degradation or disruption of any communication service not under a party's control, loss of electrical power, congestion, failure or other inability to access the Internet or disruption in the financial markets or the banking system, provided prompt notice thereof is given to the other party.

d. Amendment. The terms of this MSA, as well as those set forth in any Service Order, may not be amended except in writing signed by both parties.

e. Waiver. Any waiver of any provision set forth herein, or any Service Order shall be effective only if in writing and signed by both parties. Failure of either party to insist on performance of any term or condition, or to exercise any right or privilege, shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

f. Governing Law. Any claims arising under or related to the provision of Services shall be governed by the laws of the State of Texas, without regard to its conflicts of laws principles. The parties hereby agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Travis, Texas.

g. Severability. If any provision in this MSA or any related Service Order is held to be invalid or unenforceable, such provision shall be deemed deleted and the remaining provisions shall continue in full force and effect.

h. Entire Agreement. This MSA and any related Service Order constitute the full and

complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. In case of a conflict between this MSA and any Service Order, the Service Order shall prevail. In addition to the foregoing, this MSA, and any Service Order shall prevail over any additional or different provisions in any purchase order, acceptance notice, or other similar document issued by you, which provisions shall be of no force or effect.

i. Survival. The following Sections shall survive the termination of all Service Orders: Term/Termination, Intellectual Property, Warranty, Indemnification, Limitation of Liability, Confidentiality, Notices, Governing Law, Entire Agreement and Survival.

Authorized Signature for

Print Name:

Title:

Date:

Authorized Signature for Orca

Print Name: Scott Grimes

Title: Founder, CTO

Date: