



## INTUIZI SERVICE AGREEMENT

This Intuizi Service Agreement (“Agreement” or “ISA”) is entered into as of the date specified in the order form (“Order Form”) attached hereto as Exhibit 2 between the client specified in the Order Form (“Client”) and Intuizi, Inc., a Delaware corporation (“Intuizi”) with offices at 390 N. Orange Ave, Suite 2300, Orlando, Florida, 32801. Intuizi and Client are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

*WHEREAS*, Intuizi operates a technology platform used by signal providers and platform users to process, analyze, and visualize deidentified data and make that data more useful.

*WHEREAS*, Intuizi provides data owners (“Signal Providers”) data processing and related technical solutions pursuant to the terms contained in this Agreement and an Order Form.

*WHEREAS*, Intuizi provides platform users (“Platform Users”) the ability to use the Intuizi platform and related services pursuant to the terms contained in this Agreement and an Order Form to understand data and to easily contract with Signal Providers to license their non-deidentified data, where possible, directly from the Signal Provider that owns that data.

*WHEREAS*, the parties wish to enter into an agreement to allow Client to utilize Intuizi’s software and technical solutions (“Intuizi Platform”) and the services contained therein (“Platform Services”) as a Signal Provider, Platform User, or both, as defined in the Order Form.

*NOW, THEREFORE*, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises set forth herein, Intuizi and Client hereby agree as follows:

### 1. Definitions.

All capitalized terms used in the Agreement shall have the meanings set forth in Exhibit 1 (Definitions) attached hereto. Other capitalized terms used in the Agreement and Order Form are defined where they are used and have the meanings so indicated.

### 2. Term of Agreement.

- (a) This Agreement shall commence on the Effective Date and will run for an initial term of Twelve (12) months (the “Initial Term”) and thereafter until terminated in accordance with its terms.
- (b) From the conclusion of the Initial Term either party may terminate this Agreement for any reason by giving the other six (6) months' written notice.

### 3. The Services.

- (a) Signal Processing Services. Subject to the terms and conditions of this Agreement, if Client is designated a Signal Provider in the Order Form (attached hereto), Intuizi hereby grants to Client a non-exclusive, revocable, non-transferrable, non-sub-licensable license during the Term to access and use the Intuizi Platform and Platform Services solely for the purpose described in the Order Form. Any rights not expressly granted by Intuizi to Client herein are reserved by Intuizi.
- (b) Platform User Services. Subject to the terms and conditions of this Agreement, if Client is designated a Platform User in Order Form, Intuizi hereby grants to Client a non-exclusive, revocable, non-transferrable, non-sublicensable license during the Term to access and use the





Platform User Platform Services solely for the purpose described in the Order Form. Any rights not expressly granted by Intuizi to Client herein are reserved by Intuizi.

- (c) Intuizi may make third party services available to Client on the Intuizi Platform. Such third party services may change at any time. Client is solely responsible for the security of its accounts with such third party services and shall be responsible for any activities of any person authorized by Client. Intuizi will have no liability to Client for or related to such third party services.

#### 4. Client Obligations

- (a) Except as expressly permitted in this Agreement or an applicable Order Form, Client agrees not to: (a) reproduce or distribute the Service, or any element thereof; (b) use or authorize use of the Service for any purpose not specified in this Agreement; (c) copy, transfer, sell, lease, syndicate, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Service or access thereto; or (d) modify, prepare derivative works of, translate, reverse engineer, decompile, or disassemble the Service or any portion thereof, or attempt to do any of the foregoing.
- (b) Client shall:
  - (i) only transfer Client Data to Intuizi for Signal Processing Services that has been hashed and salted such that Intuizi shall only receive Deidentified Data, and shall at no time give Intuizi access to any key or other de-encryption method that would allow Intuizi to re-identify the Client Data;
  - (ii) comply with all applicable laws and regulations, including without limitation Data Protection Legislation, with respect to its activities under this Agreement (including the handling of "Sensitive Data" as that term is defined in the Data Protection Legislation);
  - (iii) make no attempt to "re-identify", as that term is defined in Data Protection Legislation, or otherwise determine an individual's identity in or from any data received from the Intuizi Platform that is not entirely Client Data;
  - (iv) obtain and maintain all necessary rights, licenses, consents and authorizations to possess and transmit the Client Data to Intuizi and to permit it to be processed for the purposes contemplated by this Agreement; and
  - (v) ensure all Client Data which it transmits to Intuizi will be accurate and up to date and that it shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of that data.
- (c) Client hereby grants to Intuizi a non-exclusive, perpetual, irrevocable, fully paid-up right and license to use the Client Data for the provision of the Services contemplated by this Agreement. Client acknowledges that this license shall be perpetual to the extent that Client Data has been integrated into Intuizi's data analysis work product, including Intuizi's Anonymous Data Graph ("AKG").



## 5. Fees and Expenses.

- (a) In consideration for the Services provided by Intuizi under this Agreement, Client agrees to pay to Intuizi the amounts required to be paid by each mutually executed Order Form. Client agrees to make all payments, without offsets or other deductions, no later than the date when they are due.
- (b) All fees or other sums payable under this Agreement are stated exclusive of any applicable taxes or duties for which Client shall be additionally responsible and shall be paid to such bank account or in such other manner as Intuizi may specify from time to time without any set-off deduction or withholding.
- (c) Without prejudice to its other rights and remedies, if any sum payable to Intuizi by Client is not paid within the timeframes specified, Intuizi may suspend the Services and the performance of its other obligations.
- (d) The Intuizi reserves the right to increase any of the fees payable under this Agreement at any time after the Initial Term, by giving the Client thirty (30) days written notice of the relevant increase.
- (e) All fees and amounts due to Intuizi and not paid when such amounts are due and payable shall bear interest at the lesser of one and one half percent (1.5%) per month or the maximum rate of interest allowable by law.
- (f) In the event that any Services include fees payable to Intuizi that is based upon amounts owed between Client and a third party (e.g. processing fees resulting from a third party using audiences facilitated by the Services), Client agrees that payment for such Services must be completed through Intuizi's payment platform included in the Services, and may not circumvent payments through a direct payment to any such third party. Client agrees that Intuizi may deduct from any such payments Intuizi facilitates fees due to Intuizi.

## 6. Use of Intuizi By Client to Transfer Data Directly to Third Parties

- (a) If Client enters into an agreement with a third party ("Licensee") to license data to the Licensee ("Licensed Data") via the Platform Services, Client may elect to use Intuizi's Platform Services to facilitate the transfer of that Licensed Data ("Licensed Data Services"). In connection with the Licensed Data Services, Intuizi may receive Personal Data of the Licensee's business contacts ("Licensee Personal Data"). When processing Licensee Personal Data, Intuizi will abide by its Privacy Policy, found here <https://www.intuizi.com/private-policy/>

## 7. Warranties

- (a) Certain Mutual Representations and Warranties
  - (i) General Capacity. Each of the Parties represents and warrants to the other, and for the benefit of the other Party only, that (i) it is a properly incorporated business organization in good standing in the state where it is formed, and it has the corporate power and authority to enter and perform this Contract under applicable law and under its articles of incorporation, bylaws and/or other governance documents; and (ii) it has obtained any consent it requires from its management, its board of directors and any third parties to the extent consent is necessary to authorize it to enter and perform this Contract.
  - (ii) No conflict. Each of the Parties warrants to the other, and for the benefit of the other Party only, that (i) all of its representations above will remain true throughout the term of





this Contract; and (ii) full performance of its duties under this Contract will not conflict with its performance under any other legally binding agreement.

**(b) LIMITATION OF WARRANTY**

THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. INTUIZI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. INTUIZI SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CUSTOMER BY THE INTUIZI DURING THE TERM OF THIS AGREEMENT. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

**8. Ownership of Work Product.**

- (a) This is not a work-for-hire agreement. All right, title, and interest in and to any and all deliverables and other intellectual property, including all inventions, works of authorship, developments, and improvements, that are conceived, created, discovered, invented, or reduced to practice by Intuizi solely or jointly with Client in the performance of the Services under this Agreement ('Work Product') shall be assigned to and shall be the sole and exclusive property of Intuizi. Each Party shall retain all right, title, and interest in and to any and all intellectual property and other proprietary rights that such Party owned or controlled prior to the Effective Date of this Agreement or that is developed by such Party outside the scope of this Agreement without use of or reference to the other Party's Confidential Information ('Pre-Existing IP'). Intuizi shall retain ownership of its Pre-Existing IP and any Derivative Works thereof, subject to a non-exclusive, royalty-free, worldwide, perpetual license to Client as necessary to use the Work Product and Services as contemplated by this Agreement.
- (b) If Client provides input, suggestions, ideas, reviews, recommendations, corrections, comments, or other feedback regarding problems with or proposed modifications of improvements to the Services ("Feedback"), then Client hereby grants to Intuizi an unrestricted, non-exclusive, worldwide, royalty-free, perpetual, irrevocable, freely sub-licensable and freely transferable right and license to use the Feedback in any manner and for any purpose, including to improve the Service and create other products and services; provided, however, that such license shall not affect Client's ownership of any Work Product or intellectual property assigned to Client under this Agreement.



## 9. Confidential Information.

- (a) **Confidential Information.** Each party agrees to maintain the confidentiality of all non-public, proprietary, or confidential information disclosed by the other party in connection with this Agreement, whether oral, written, or electronic (“Confidential Information”), and to use such information solely for the purposes of performing its obligations under this Agreement. Neither party shall disclose such Confidential Information to any third party without the prior written consent of the disclosing party, except as required by law or as necessary to its employees, agents, or contractors who are bound by confidentiality obligations at least as protective as those set forth herein.
- (b) **Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for four (4) years after the expiration or earlier termination of this Agreement; provided that a Receiving Party's obligation to protect any Confidential Information that is a Trade Secret shall continue for so long that the Confidential Information remains a Trade Secret.

## 10. Use And Legal Status Of Data (applicable to our Signal Providers)

- (a) Client Data
  - (i) Client shall provide Intuizi with the Client Data described in the Order Form and for the purposes specified in the Order Form. Client represents and warrants that all Client Data was obtained in accordance with Data Protection Legislation, including but not limited to GDPR, CCPA, and any other applicable data protection laws and that Client has deidentified the Client Data before providing it to Intuizi for Processing.
- (b) Legal Status of the Parties
  - (i) For the purposes of Intuizi's Services processing Client Data under this Agreement, Client is the Data Controller and Intuizi is the Data Processor.
- (c) Creation and Use of Intuizi Platform Data
  - (i) Intuizi shall be entitled to process Client Data for the purposes of creating Intuizi Platform Data, which may consist of datasets that comprise Data originally provided by Client combined with various other data provided by third parties.
  - (ii) The parties acknowledge that Intuizi Platform Data, including but not limited to location data, will consist of anonymized datasets which are used and stored in a manner that does not require or allow the identification of any individual person or Data Subject by anyone (including Intuizi) other than Client. Intuizi Platform Data shall be treated accordingly for the purposes of Data Protection Legislation.
- (d) Facilitation of Licensed Data Transfers
  - (i) If Client enters into an agreement with a third party ("Licensee") identified through the Services to license data from a Licensor ("Licensed Data"), such Licensed Data may be transferred by the Licensor using software provided by Intuizi. Intuizi may also act on behalf of the Licensor to invoice and collect payment from Client, and Licensee acknowledges that Intuizi acts as the Licensor's Data Processor when engaging in such



activity. At no time will Intuizi have access to, or the ability to access, such Licensed Data to the extent Licensed Data includes Data other than Deidentified Data.

- (e) Intuizi warrants to Client that, where it is deemed a Service Provider or Data Processor by applicable Data Protection Legislation in relation to Client Data it shall:
  - (i) to the extent Personal Data is received inside the European Economic Area, it will not transfer such Personal Data outside of the European Economic Area:
    - (A) without the prior authorization of Client;
    - (B) without ensuring that adequate safeguards have been put in place to ensure that the rights of Data Subjects are respected and protected; or
    - (C) unless the same is strictly necessary for the performance of its obligations hereunder.
  - (ii) Intuizi will assist Client, insofar as reasonably possible, in responding to any requests made by any relevant Data Subject which concerns the exercise of that Data Subject's rights under the GDPR, or a consumer under the CCPA/CPRA and VCDPA, subject to Client reimbursing Intuizi for the cost of the same;
  - (iii) Intuizi shall report to Client any suspected data breach concerning Personal Data which comes to its attention without undue delay (in any event, within 48 hours) and shall provide reasonable assistance to Client in informing the relevant regulator and/or affected consumers or Data Subjects, subject always to Client reimbursing Intuizi for the cost of the same, unless such breach was solely caused by Intuizi;
- (f) Intuizi shall (i) not reidentify Data Subjects associated with Deidentified Data, (ii) publicly commit to its obligations in clause (i), and (iii) impose upon its subprocessors that receive Deidentified Data obligations materially similar as those in clauses (i)-(ii).
- (g) Intuizi shall, on request, take reasonable steps to demonstrate to Client, to the extent that is reasonable given the nature of the processing in question, that it complies with Data Protection Legislation, including requirements related to the prevention of reidentification of Data Subjects that may be associated with Deidentified Data, and Intuizi's obligations in this Agreement in relation to the Client Data.
- (h) Intuizi represents and warrants that it will employ reasonable administrative, physical, and technical safeguards (the "Safeguards") to prevent the unauthorized collection, access, disclosure, and use of Client Data. Without limiting the foregoing, Intuizi agrees to (i) use, at a minimum, commercially reasonable practices to protect Client Data, whether at rest or in transport, (ii) encrypt all Client Data at rest or in transport, (iii) ensure that only its employees, representatives, agents, contractors, and subcontractors who have a need to know such information may access it, and then, only if such individuals comply with obligations that are no less stringent than the ones in this section, (iv) comply with Data Protection Legislation at all relevant times and shall process Client Data only as specified in this Agreement; and (v) ensure that Intuizi Platform Data is only made available to third parties which have undertaken to use it in a lawful and compliant manner.
- (i) Support/Service Level Performance
  - (i) The Intuizi Platform will operate and otherwise comply and function in all material respects on an uptime basis of 99% over a rolling annual basis. If an incident disrupts Client's use of the Platform, then Intuizi shall respond as follows upon client's notification to Intuizi of such incident:



- (A) **Critical Priority Incident** rendering the Platform inoperative: Intuizi shall respond to Client within one hour of notice and shall immediately begin replicating and verifying the problem.
- (B) **High Priority Incident** degrading the operations and use of the Platform: Intuizi shall respond to Client within four hours of notice and shall immediately begin replicating and verifying the problem.
- (C) **Medium Priority Incident** affecting the operations of, but not degrading, the Platform: Intuizi shall respond to Client within six hours of notice and immediately begin identifying and verifying the problem during normal business hours.
- (D) **Low Priority Incident** having a minor impact on the operations of the Platform: Intuizi shall respond to Client within eight hours of notice if alerted between 6:00 a.m. - 8:00 p.m. PST Monday through Friday and shall begin identifying and verifying the problem within two business days.

## 11. Indemnification and Insurance.

- (a) **Intuizi Indemnification.** Intuizi agrees to indemnify, defend, and hold harmless Client and its officers, directors, agents, and employees (each, a "Client Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Client Indemnitee, by reason of any third-party Claim arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property caused by Intuizi's or its officers', directors', agents', employees', or subcontractors' negligence or misconduct; (b) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement made by Intuizi; (c) any material breach of any covenant set forth in this Agreement by Intuizi; or (d) infringement of third-party intellectual property rights resulting from Intuizi's Services; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligent acts or omissions of a Client Indemnitee.
- (b) **Client Indemnification.** Client agrees to indemnify, defend, and hold harmless Intuizi and its officers, directors, agents, and employees (each, an "Intuizi Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Intuizi Indemnitee, by reason of any Claim arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property caused by Client's or its officers', directors', agents', employees', or subcontractors' negligence or misconduct; (b) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement made by Client; or (c) any material breach of any covenant set forth in this Agreement by Client; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the negligent acts or omissions of an Intuizi Indemnitee.
- (c) **Indemnification Procedures.** Promptly after receipt by a Party of a threat, notice, or filing of any Claim against an Indemnitee, such Party (being the "Indemnified Party") shall give notice thereof to the other Party (being the "Indemnifying Party"), provided that failure to give or delay in giving such notice shall not relieve an indemnifying Party of any liability it may have to the Indemnitee except to the extent that the Indemnifying Party demonstrates that the



defense of the Claim is prejudiced thereby. The Indemnifying Party shall have sole control of the defense and of all negotiations for settlement of a Claim and the Indemnified Party shall not independently defend or respond to a Claim; provided, however, that: (a) a Indemnified Party may defend or respond to a Claim, at Indemnifying Party's expense, if the Indemnified Party's counsel determines that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) an Indemnified Party shall have the right, at its own expense, to monitor the defense of a Claim. Indemnified Party's shall reasonably cooperate with the Indemnifying Party in defending against or settling a Claim.

THIS SECTION 11 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

- (d) Client will throughout the term of this Agreement, maintain the following insurance coverage with financially sound and reputable carriers:
  - (i) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - (ii) Cyber Liability/Data Breach Insurance with limits of not less than \$5,000,000 per claim and in the aggregate, covering liability arising from actual or alleged data breaches, unauthorized access, misuse, loss, or disclosure of personal data, and network security failures;
  - (iii) Professional Liability (Errors & Omissions) Insurance with limits of not less than \$2,000,000 per claim and in the aggregate;
  - (iv) Umbrella/Excess Liability Insurance in an amount not less than \$1,000,000 in excess of the above-required insurance.
- (e) Each policy specified in Sections (i)–(iv) above will name Intuizi as an additional insured. Upon request, Client will provide Intuizi with current certificates of insurance evidencing compliance with these requirements, and will provide at least thirty (30) days' prior written notice of material change, cancellation, or reduction in coverage. The maintenance of insurance as required in this clause will not limit or otherwise affect the liability of Client under this Agreement.

**12. Limitation of Liability; Actions.** EXCEPT FOR THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 OF THIS AGREEMENT, IN NO EVENT SHALL A PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE MAXIMUM LIABILITY OF A PARTY IN CONNECTION WITH ANY PARTICULAR CLAIM FOR DIRECT DAMAGES UNDER THIS CONTRACT SHALL NEVER EXCEED THE SUM OF ALL AMOUNTS PAID PURSUANT TO THE STATEMENT OF WORK UNDER WHICH THE CLAIM ARISES, AND THE MAXIMUM AGGREGATE LIABILITY OF A PARTY ASSOCIATED WITH ALL CLAIMS UNDER THIS CONTRACT SHALL NEVER EXCEED THE SUM OF ALL PAYMENTS MADE UNDER THIS



CONTRACT IN THE PRIOR TWELVE (12) MONTHS FROM THE DATE ANY CLAIM IS MADE, PROVIDED THAT THE FOREGOING WILL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE IN THE ORDINARY COURSE. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL CLAIMS THAT IT HAS OR MAY HAVE IN THE FUTURE FOR MONETARY DAMAGES IN EXCESS OF THE FOREGOING LIMITS.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

### 13. Termination.

- (a) **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.
- (b) **Termination for Bankruptcy, Insolvency or Financial Insecurity.** Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within one hundred and eighty (180) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. §365.
- (c) **Obligations upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Intuizi for all Services rendered prior to the effective date of termination. Upon termination each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Client shall promptly return to Intuizi any materials or other property of the Intuizi relating to the terminated Services which are in Client's possession or control.
- (d) Within seven (7) business days of the termination, Intuizi shall delete or otherwise destroy all Client Data, and shall provide written confirmation of the same.
- (e) Notwithstanding any provision of this Agreement to the contrary, the parties recognize that the termination of this Agreement shall not obligate Intuizi to delete, destroy or return any Intuizi Platform Data or to refrain from using any Intuizi Platform Data for any purpose originally permitted by this Agreement, including Intuizi Data Platform data that has been derived in whole or in part using Client Data.

- 14. **Non-Solicitation of Intuizi Employees.** During the term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, Client agrees not to directly solicit or induce any Intuizi employee that has interacted with Client or has been involved, directly or



indirectly, in the performance, review and/or acceptance of the Services, to consider or accept employment with Client. Client is not prohibited from hiring Intuizi employees who inquire about employment with Client on their own accord or in response to a public advertisement or employment solicitation in general.

15. **Relationship of the Parties.** The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.
16. **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event as soon as practically possible but in no event longer than within five (5) business days of its occurrence.
17. **Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of Law of such state.
18. **Arbitration.** The Parties agree that any dispute arising under or in connection with this Agreement or the relationship between the Parties that cannot be resolved amicably by informal efforts will be finally resolved by binding arbitration according to the applicable rules of the American Arbitration Association (the "AAA"). The arbitration will be conducted by a single arbitrator, chosen by mutual agreement of the Parties. If the Parties are unable to agree upon the selection of the arbitrator within ten (10) days following one Party's request for arbitration, the arbitrator will be chosen by the AAA. The Parties agree that the arbitration shall be conducted within the State of Delaware, and agree that appearances may be made remotely. The arbitrator will have the authority to order reasonable discovery, but depositions and interrogatories will be limited as reasonably determined by the arbitrator. The arbitrator will base his or her decision solely on applicable law and will provide a written statement of all findings of fact and law. The arbitrator will have the authority to award monetary direct damages consistent with this Agreement, subject to applicable exclusions of remedies and limitations of liability set forth in this Agreement. The arbitrator may order injunctive relief to stop or prevent any breach. Notwithstanding any of the foregoing, in no event may any dispute regarding the scope or validity of Intuizi's Intellectual Property Rights be submitted to arbitration, and the arbitrator shall have no authority to make any finding or judgment with respect to such scope or validity. The Parties shall equally share the fees charged by the arbitrator and the AAA, but they shall otherwise bear their own expenses incurred in connection with conducting the arbitration and related discovery. Enforcement of the arbitrator's judgment may be sought in any court of competent jurisdiction. Notwithstanding the foregoing, a Party may bring an action solely for purposes of



seeking an injunction to stop or prevent infringement of intellectual property rights or misappropriation of Proprietary Information by the other Party in any court that has jurisdiction.

19. **Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
20. **Collection Expenses.** If Intuizi incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Intuizi for all such costs, expenses and fees.
21. **Assignment; No Third Party Beneficiaries.** The Parties agree that neither of them will have the right or ability to assign to any third party some or all of its rights under this Agreement without the other Party's prior written consent, such consent not to be unreasonably delayed or denied. Any assignment without prior written consent shall be void *ab initio*. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets or a change of control, provided that the assignee agrees in writing to be bound by the terms and conditions of this Agreement. There are no third-party beneficiaries to this Agreement.
22. **Severability.** If any provision or portion of this Agreement shall be rendered by applicable Law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
23. **Headings; Construction; Conflicting Terms.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party. In the event the terms contained in this Agreement conflict or are inconsistent with the terms contained in an Order Form, the terms contained in the Order Form shall prevail.
24. **Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
25. **Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law or equity.
26. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile





transmission or electronic signature shall be deemed as effective as an original executed signature page.

27. **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

28. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

**Client:**

As specified in the Order Form.

**Intuizi:**

Intuizi, Inc.  
390 N Orange Ave #2300  
Orlando, FL 32801  
Attention: General Counsel  
Email: legal@intuizi.com

29. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

30. **Entire Agreement; Modification.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless made in writing and signed by authorized representatives of both Parties, and no material change shall be effective unless mutually agreed to in a written instrument executed by both Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement or an Order Form.

31. **Exhibits.** The following Exhibits are attached hereto and incorporated herein by reference:

Exhibit 1. Definitions

Exhibit 2. Order Form





## Exhibit 1

### DEFINITIONS

The following terms used in the Agreement shall have the meanings indicated:

**Affiliate** means, with respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term "control" (including with correlative meanings, the terms "controlled by" and "under common control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

**Agreement** means this Intuizi Service Agreement and all Exhibits thereto including all Order Forms, which documents are incorporated into the "Agreement" by this reference.

**CCPA** means the California Consumer Privacy Act of 2018, as amended from time to time.

**CPRA** means the California Consumer Privacy Act and the California Consumer Privacy Act Regulations, as amended from time to time.

**CCPA/CPRA** means the CCPA and CPRA collectively.

**Client Data** means all Data provided to Intuizi by Client via, or in relation to the Services, which the parties intend not to include Personal Data.

**Data** means information provided by one party to this Agreement to the other in an electronic format.

**Data Breach** means the unauthorized or unlawful access, use, disclosure, or loss of Personal Data in Intuizi's possession or control.

**Data Controller** means the entity which determines the purposes and means of processing of Data and includes, by way of example, a "controller" as set out in Article 4(7) of the GDPR or the equivalent provision of any enabling legislation and, where applicable, a "controller" as set forth in the VCDPA, and a "business" as set forth in CCPA/CPRA.

**Data Processor** means an entity that processes Data on behalf of and at the direction of the Data Controller and includes, by way of example, a "processor" as set out in Article 4(8) of the GDPR or the equivalent provision of any enabling legislation or the VCDPA, and a "service provider" as set forth in CCPA/CPRA.

**Data Protection Legislation or DPL** means all applicable laws, regulations and codes of conduct which relate to the protection of Personal Data and privacy including without limitation the GDPR, CCPA/CPRA, MODPA, VCDPA, and such legislation as may update, implement, amend and/or succeed them from time to time.

**Data Subject** means an identifiable individual who is the subject of Personal Data, and includes a "consumer" as set out in CCPA/CPRA.

**Deidentified Data** means Data that cannot reasonably be used to infer information about, or otherwise be linked to, an identified or identifiable Data Subject or a device linked to such data subject and includes, where applicable, the qualifications of "Deidentified" information set out in CCPA/CPRA.

**Derivative Work** means a derivative work as defined in Title 17 U.S.C. § 101, as amended.

**Deliverables** means, as further specified in an Order Form, results of the Services to be provided by Intuizi to Client, including output produced in electronic written or verbal form.

**Effective Date** means the date specified in the Order Form.



**Exhibit** means an attachment to this Agreement as such attachment may be amended.

**GDPR** means Regulation (EU) 2016/679.

**Governmental Authority** means any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-Governmental Authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto or otherwise which exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**Intellectual Property Rights** means any and all intellectual property rights existing from time to time under any Law, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

**Intuizi Platform** means the software and infrastructure solutions provided by Intuizi to Signal Providers and Platform Users.

**Intuizi Platform Data** means all data products and databases which Intuizi may develop using Data and/or processed Deidentified Client Data, Deidentified Client Data in the AKG, and all data and information associated with Client's use of the Services. Intuizi Platform Data shall not be construed to mean Client Data.

**Law** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority.

**Losses** means any judgments, settlements, awards, losses, charges, liabilities, penalties, interest claims (including Taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties), however described or denominated.

**MODPA** means the Maryland Online Data Privacy Act of 2024.

**Order Form** means an order form, in the form of Exhibit 2 (or as otherwise agreed to by the Parties), entered into by the Parties describing the Services to be provided by Intuizi under that Order Form and the attached Schedules.

**Person** means an individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a Governmental Authority.

**Personal Data** means data that identifies, relates to, describes, is reasonable capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject or household and





includes, by way of example, “personal data” as set out in Article 4(1) of the GDPR, and as set out in the VCDPA and MODPA; and includes “personal information” as defined in the CCPA/CPRA.

**Processing or Process** means any operation or set of operations that are performed on Data or sets of Data, whether or not by automated means, and includes, by way of example, “processing” as defined under Article 4(2) of the GDPR, VCDPA, and CCPA/CPRA.

**Service or Services** is any software, service, function, output, or other solution performed by or associated with the Intuizi Platform.

**Software** means any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related documentation and supporting materials therefor, in any form or medium, including electronic media.

**Trade Secret** means any information, including a formula, pattern, compilation, program, device, method, technique or process, that: (A) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (B) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

**Tax** means federal, state, and local sales, use and other similar types of transfer taxes or fees, however designated or imposed, which are in the nature of a transaction tax or fee, but not including any taxes, duties or fees imposed on or measured by net or gross income or gross receipts, capital stock or net worth or in the nature of an income, capital, franchise, or net worth tax.

**Third Party** means a business or entity other than the Client or the Intuizi or any of their respective Affiliates.

**Trade Secrets** means with respect to a Party, information related to the services and/or business of the disclosing Party which (a) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts by the disclosing Party and/or such group that are reasonable under the circumstances to maintain its secrecy, including (i) marking any information clearly and conspicuously with a legend identifying its confidential or proprietary nature; (ii) identifying any oral presentation or communication as confidential immediately before, during or after such oral presentation or communication; or (iii) otherwise, treating such information as confidential or secret. Assuming the criteria in sections (a) and (b) above are met, Trade Secrets include, but are not limited to, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, processes, methods, techniques, designs, programs, financial plans, product plans, and lists of actual or potential customers and suppliers.

**VCDPA or Virginia Consumer Data Protection Act** means the Virginia Consumer Data Protection Act.



intuizi.

Exhibit 2

**ORDER FORM**

