

EP TECHNOLOGY GROUP MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT, is entered into on the signature date of an applicable signed Statement of Work (the "SOW") by and between **Luciano LLC dba EP Technology Group**, an entity with its principal address at 201 E Main St Suite 511, El Paso, Texas 79901 and the Customer identified on an SOW; provided that any specific terms and conditions outlined in such SOW shall take precedence over and supersede any conflicting provisions in this Master Service Agreement.

DEFINITIONS

In this MASTER SERVICE SUBSCRIPTION AGREEMENT, the following terms shall have the meanings set forth below:

1. "Agreement" shall refer to this MASTER SERVICE AGREEMENT.
2. "Provider" shall refer to EP Technology Group, as identified above.
3. "Customer" shall refer to the legal entity or individual person eighteen (18) years of age or older, including but not limited to corporations, limited liability companies (LLCs), partnerships, sole proprietorships, and individual persons, as identified on the SOW.
4. "Parties" shall refer to the Provider and the Customer, collectively. "Party" shall refer to exactly one of the Parties.
5. "Individual" shall refer to an employee or contractor of the Customer or the Customer itself. "Individuals" shall refer to the plural form of Individual.
6. "Principal" shall refer to the Customer or an Individual, and "Principals" shall refer to the Customer and all Individuals, collectively.
7. "Service" shall refer to the Provider's efforts to act on behalf of the Principals and exercise its judgment to perform any action attempting to improve the technology, business, security, privacy, hardware, information technology, and overall operations for the Principals.
8. "Effective Date" shall refer to the date Service begins.
9. "Fee" shall refer to the monetary consideration, charges, or payments required to be made by the Customer to the Provider for the Services provided under this Agreement. "Fees" shall refer to the plural form of Fee.
10. "SOW" shall refer to the document executed by the Parties that sets forth the specific details of a transaction, including but not limited to, the Effective Date, the Service, Fees, payment terms, and any other relevant terms and conditions related to the purchase of services under the Agreement. A SOW may take the form of a written document or a web checkout flow, such as one provided by Stripe or similar online payment processing services. Each SOW, whether written or web-based, shall be subject to and governed by the terms and conditions of the Agreement. "SOWs" shall refer to the plural form of SOW. A SOW can include one-time projects, managed services, recurring services, proposals, and anything else agreed to by both parties.
11. "Period" shall refer to a monthly, annual, or onetime payment plan as identified in the SOW.

RECITALS

WHEREAS, the Provider is willing to provide Service to the Principals through a subscription, retainer, project, or other forms of engagement paid for by the Customer.

WHEREAS, the Customer desires to purchase a subscription, retainer, project, or other forms of engagement for Service.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT TERMS

1. Provider Obligations.

The Provider shall:

- 1.1. Provide ongoing Services to the Customer while the Agreement is effective.
- 1.2. The Provider shall maintain complete and accurate records relating to the provision of the Services under the Agreement.
- 1.3. The Provider shall provide insights and updates on the Services being provided to the Customer.

2. Customer Obligations.

The Customer shall:

2.1. Designate Individuals to:

- 2.1.1. serve as contacts with respect to this Agreement and to act as authorized representatives with respect to matters pertaining to this Agreement.
 - 2.1.2. provide data, information, access, and answers about or related to the Customer, including but not limited to all items listed under Customer Obligations.
 - 2.1.3. respond promptly to any reasonable requests from the Provider for instructions, information, or approvals required by the Provider to provide Service.
- 2.2. Cooperate with the Provider and to use best efforts to assist the Provider in gathering and/or providing to the Provider all agreements, notices, consents, authorizations, waivers, or any other items to give the Provider authority to act on behalf of the Principals.

3. Fees and Expenses.

- 3.1. In consideration of the provision of the Service by the Provider and the rights granted to Customer under this Agreement, the Customer shall pay a recurring fixed fee, onetime fee, project fee, or other forms of fees for each Period, identified on the SOW, for Services.
- 3.2. The Provider shall bill the Customer for and the Customer agrees to pay all sales, use, processing fees, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder unless the Customer can provide an exemption certificate. Notwithstanding the previous sentence, in no event shall Customer pay or be responsible for any taxes imposed

on, or regarding, Provider's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

- 3.3. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of (a) the rate of 2.5% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. The Customer shall also reimburse the Provider for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which the Provider does not waive by the exercise of any rights hereunder), the Provider shall be entitled to suspend the provision of Service if the Customer fails to pay any undisputed Fees and other amounts when due hereunder and such failure continues for five (5) calendar days following written notice thereof.
- 3.4. The prices and fees set forth on the SOW are subject to adjustment upon renewal of this Agreement. The Provider may, at its discretion, increase the prices and fees for the services/products provided herein by an amount not exceeding 10% for each renewal period.

4. Limited Warranty and Limitation of Liability

- 4.1. The Provider warrants that it shall perform the Service in accordance with the terms and subject to the conditions set forth in this Agreement and consistent with the Terms of Service and Privacy Policy of the Provider, both of which are incorporated by reference into this Agreement. THE PROVIDER (a) MAKES NO WARRANTIES EXCEPT FOR THOSE SET FORTH IN THE PRECEDING SENTENCE; AND (b) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. The Provider's sole and exclusive liability and the Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
- a. The Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if the Provider cannot cure such breach within a reasonable time (but no more than thirty (30) calendar days) after Customer's written notice of such breach, the Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.
 - b. In the event the Agreement is terminated pursuant to Section 8.2(a) above, the Provider shall within thirty (30) calendar days after the effective date of termination, refund to the Customer any Fees paid by the Customer as of the date of termination for the Service, less a deduction equal to the Fees for receipt or use of such Services up to and including the date of termination on a prorated basis.
 - c. The foregoing remedy shall not be available unless the Customer provides written notice of such breach within thirty (30) calendar days after performance of the Service for the Customer and/or Individuals.
- 4.3. THE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. Intellectual Property.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights that are created and owned by the Provider in performing the Service shall at all times remain the sole and exclusive property of the Provider.

6. Confidentiality.

From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within three (3) calendar days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, subcontractors, attorneys, accountants, and financial advisors.

7. Term, Termination, and Survival.

7.1. This Agreement shall commence as of the Effective Date and shall continue in effect for one (1) Period thereafter (the "Initial Term"). This Agreement shall be automatically renewed for successive one (1) Period terms (each, a "Renewal Term," and collectively with the Initial Term, the "Term") upon the expiration of the Initial Term and each Renewal Term.

- 7.2. Either Party may terminate this Agreement to not renew for a Renewal Term or another Renewal Term with a sixty (60) calendar day notice to the other Party in writing prior to the expiration of the Initial Term or Renewal Term, as applicable.
- 7.3. Either party can mutual agree in writing to terminate at any time.
- 7.4. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party") if the Defaulting Party:
- a. Materially breaches this Agreement, and the Defaulting Party does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach.
 - b. Becomes insolvent or admits its inability to pay its debts generally as they become due.
 - c. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) calendar days after filing.
 - d. Is dissolved or liquidated or takes any corporate action for such purpose.
 - e. Makes a general assignment for the benefit of creditors.
 - f. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 7.5. Notwithstanding anything to the contrary in this Section 7, the Provider may terminate this Agreement before the expiration date of the Term on written notice if the Customer fails to pay any amount when due hereunder: (a) and such failure continues for five (5) calendar days after the Customer's receipt of written notice of non-payment; or (b) more than three (3) times in any twelve (12) month period.
- 7.6. The rights and obligations of the Parties set forth in this Section 8.5 and in Section 5, Section 6, Section 7, 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.

8. Limitation of Liability.

- 8.1. IN NO EVENT SHALL THE PROVIDER BE LIABLE TO THE CUSTOMER, ANY INDIVIDUAL OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 8.2. IN NO EVENT SHALL THE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE PROVIDER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD

PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Entire Agreement.

This Agreement, including and together with any related SOWs, exhibits, schedules, attachments, documents, proposals, order forms, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement can be amended and updated from time to time where the Provider does not need to get permission or provide notice to the Customer. The Customer agrees to accept all and any amendments, changes, or updates to this Agreement in advance.

10. Notices.

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address as set forth on the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

11. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be 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 a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Amendments.

The Provider reserves the right to amend, modify, or update the terms and conditions of this Agreement at its sole discretion.

13. Waiver.

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, 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.

14. Assignment.

The Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Provider. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. The Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person or entity acquiring all or substantially all of the Provider's assets or engaging in any other form of business combination transaction with the Provider without the Customer's consent.

15. Successors and Assigns.

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

The Customer agrees that such assignment or transfer shall not relieve the Provider of its obligations under this Agreement, and the Customer consents to the disclosure of necessary information to the assigned or transferred third party for the continued provision of services/products.

The Customer shall not have the right to assign or transfer this Agreement without the prior written consent of the Provider.

16. Relationship of the Parties.

The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Service by the Provider shall be under its own control, the Customer being interested only in the results thereof. The Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Service. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Service. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries.

With the exception of the Individuals, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

18. Choice of Law.

This Agreement and all related documents, including all exhibits, schedules and any other documents attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

19. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the federal or state courts located in Boston, Massachusetts (Suffolk County). Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

20. WAIVER OF JURY TRIAL.

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Counterparts.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 12, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Force Majeure.

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 (except for any obligations of the Customer to make payments to the Provider hereunder), 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 Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, 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; (h) telecommunication breakdowns, power outages or shortages; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) calendar days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use

diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) calendar days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon five (5) calendar days' written notice.

23. Non-Solicit and Non-Hire.

The Customer agrees that, during the term of this Agreement and for a period of twelve (12) months following its termination or expiration, it shall not, directly or indirectly, solicit for employment, hire, engage, or otherwise induce or attempt to induce any employee, contractor, or other personnel of the Provider to terminate their relationship with Provider or accept employment or engagement with the Customer or any affiliate of the Customer, without the prior written consent of Provider. Any breach of this clause will result in direct damages to the Provider where the Customer will be liable to the Provider to pay and cover any damages as indicated by the Provider.

