



MASTER CONTRACTOR SERVICES AGREEMENT

THIS MASTER CONTRACTOR SERVICES AGREEMENT (including all exhibits and appendices attached hereto, collectively, this “**Agreement**”) applies to your sale and provisioning of the Services and Deliverables (as defined below). This Agreement is between you (“**Contractor**”) and Enavate, Inc. or, if otherwise agreed on a SOW (as defined below), the Affiliate of Enavate, Inc., set forth on such SOW (“**Enavate**”). Contractor and Enavate are sometimes referred to individually as a “**Party**” and together as the “**Parties**.” Contractor agrees to be bound by the terms and conditions of this Agreement by signing a SOW and providing the Services and Deliverables.

The version of this Agreement in effect on the date of mutual execution of a SOW shall govern that SOW for its entire term, notwithstanding any subsequent modifications to this Agreement that Enavate may publish from time to time in its sole discretion. The applicable version of this Agreement is identified by the date displayed at the top of this document and shall remain binding for all SOWs executed during the effective period of such version.

1. Agreement Scope and Documents.

- 1.1. **Purpose.** This Agreement establishes the general terms and conditions under which Contractor will provide professional services (including, but not limited to, IT consulting, software development or support, marketing, advertising, or business consulting) and deliver certain work product and materials (collectively, the “**Services and Deliverables**”) to Enavate. The Services and Deliverables may be provided for Enavate’s internal use or to fulfill Enavate’s obligations to one or more Enavate Client(s). When providing services to an Enavate Client, Contractor is acting as a subcontractor to Enavate.
- 1.2. **Statements of Work (SOWs).** The specific Services and Deliverables to be provided, corresponding fees, payment schedule, and timeline will be set forth in separate written statements of work, work orders, or engagement letters (each, a “**SOW**”), which must be signed by both Parties and explicitly reference this Agreement. Once executed, each SOW will be incorporated into and governed by this Agreement. At Enavate’s reasonable sole discretion, a Purchase Order (PO) issued by Enavate referencing an executed SOW shall be required prior to any payment being processed.
- 1.3. **Order of Precedence.** In the event of a conflict between the terms of this Agreement and any SOW, the terms of this Agreement shall control, unless the SOW explicitly states the intent to override a specific section of this Agreement.

2. Definitions.

- 2.1. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with a Party.

- 2.2. **“Deliverables”** means all items that Contractor prepares for or provides to Enavate or an Enavate Client as described in a SOW. Deliverables may include Developed Works, Program Products, or Pre-existing Materials.
- 2.3. **“Developed Works”** means all work products, including all intellectual property rights therein, such as software, reports, data, and documentation, developed by Contractor personnel solely or jointly in the performance of this Agreement, as described in an SOW. Developed Works exclude Program Products and Pre-existing Materials.
- 2.4. **“Enavate Client”** means Enavate’s client for whom Enavate is procuring Services and Deliverables from Contractor.
- 2.5. **“Pre-existing Materials”** means items contained within a Deliverable in which the copyrights or other intellectual property rights are owned by a third party or that Contractor prepared outside the scope of this Agreement.
- 2.6. **“Program Products”** means Contractor’s commercially available software and the documentation required to install, support, use, and maintain it.
- 2.7. **“Services”** means the work that Contractor performs for Enavate as described in an SOW.

3. **Performance of Services and Contractor Responsibilities.**

- 3.1. **Provision of Services.** Contractor shall provide the Services and Deliverables set forth in each SOW. Contractor will perform the Services in a professional, timely, and workmanlike manner, using personnel with the requisite skill, experience, and qualifications, in accordance with the specifications in the applicable SOW.
- 3.2. **Acceptance and Rejection.** Deliverables will be subject to inspection, test, acceptance, or rejection in accordance with the acceptance or completion criteria as specified in the relevant SOW.
 - a) **Rejection.** Enavate may reject a Deliverable if it materially deviates from its specifications and requirements listed in the applicable SOW.
 - b) **Remedy.** If Enavate rejects a Deliverable, Enavate may, at its discretion, require Contractor to: (i) promptly correct, repair, or re-perform the Deliverable or Services, without charge and in a timely manner; or (ii) seek a full refund for any fees paid for the rejected Deliverable or Service which Contractor shall promptly pay.
- 3.3. **Subcontractors.** Contractor may employ subcontractors to perform portions of the Services, provided that Contractor first obtains Enavate’s written consent. Contractor will be solely responsible and liable for such subcontractors’ acts and omissions related to this Agreement as if they were the acts and omissions of Contractor.
- 3.4. **Client-Required Flowdown Terms.** If Contractor performs Services or Deliverables for an Enavate Client, Contractor acknowledges that certain Enavate Clients may require specific provisions relating to data protection, security, confidentiality, compliance, or similar

obligations. Enavate may include such client-required provisions ("**Flowdown Terms**") in any applicable SOW. Flowdown Terms will be limited to those expressly required by the client. Contractor agrees to comply with all Flowdown Terms identified in the SOW to the extent they relate to the Services. If there is a conflict between Flowdown Terms and this Agreement, the Flowdown Terms will govern solely for that SOW.

- 3.5. **Enavate Property.** Enavate may, at its sole discretion, provide certain equipment, including but not limited to Enavate owned laptops, mobile devices, software licenses, or security access tokens (collectively, "**Enavate Property**"), to Contractor solely for the purpose of providing Services under a specific SOW. Contractor acknowledges that all Enavate Property remains the exclusive property of Enavate at all times.

3.5.1. **Use and Care.** Contractor shall use Enavate Property strictly in accordance with Enavate's security and acceptable use policies, and shall exercise due care in maintaining its condition and security. Contractor is responsible for any loss, damage, or theft of Enavate Property arising from Contractor's negligence or unauthorized use.

3.5.2. **Mandatory Return.** Immediately upon the request of Enavate, or upon the expiration or termination of the relevant SOW or this Agreement, Contractor must promptly return all Enavate Property to Enavate in the condition in which it was received, ordinary wear and tear excepted. If required by Enavate, Contractor shall certify in writing that all property has been returned and that all electronic copies of Enavate Confidential Information have been purged from any personal devices not returned to Enavate.

4. **Compensation and Invoicing.**

4.1. **Fees and Expenses.** Enavate shall pay Contractor the fees and reimburse pre-approved, reasonable expenses as set forth in the applicable SOW. Except for expenses pre-approved in writing by Enavate, the prices for Services and Deliverables specified in an SOW will be the only amount due to Contractor from Enavate. All reimbursable expenses must comply with Enavate's then-current travel and expense policy, as communicated to Contractor or referenced in the applicable SOW.

4.2. **Currency.** All fees, expenses, and payments under this Agreement and any SOW shall be denominated and paid in the currency specified in the applicable SOW. If no currency is specified, payments shall be made in United States Dollars (USD).

4.3. **Invoices and Payment Terms.** Terms for payment will be net thirty (30) days from the later of (i) the date of the invoice or (ii) the date of receipt by Enavate of a valid PO number referencing the SOW, if a PO is required by Enavate. Each invoice submitted by Contractor must include sufficient detail to enable Enavate to verify the nature and amount of the Services rendered and expenses incurred. At a minimum, invoices shall reference the applicable Statement of Work and/or Purchase Order, and include: (a) Contractor's name and contact information; (b) invoice date and unique invoice number; (c) the Enavate entity being invoiced and its address; (d) a description of the Services performed or expenses incurred, including quantities, dates, and unit prices as applicable; and (e) the total amount due. Enavate reserves the right to request additional supporting documentation as

reasonably necessary to substantiate any invoice. Payment of invoices will not be deemed acceptance of the Deliverables or Services.

4.4. Time Sheets and Activity Reporting. Enavate may, in its reasonable sole discretion, require Contractor to submit regular time sheets and/or other activity reports as a condition of payment for Services rendered. Contractor shall promptly comply with any such request and provide accurate and complete documentation in the form and frequency specified by Enavate. Failure to provide required time sheets or activity reports may result in delay or withholding of payment until such documentation is received and accepted by Enavate.

4.5. Invoice Deadline. Contractor must submit any invoice to Enavate for Services performed and Deliverables accepted within ninety (90) days of the last date on which the Services were performed or the Deliverables were accepted. If Contractor fails to submit an invoice within this 90-day period, Contractor irrevocably waives the right to receive payment for those Services and Deliverables; provided, however, that this waiver shall not apply to the extent the delay in invoicing is caused by Enavate.

5. Warranties. Contractor makes the following ongoing representations and warranties:

- a) Contractor has the right to enter into this Agreement and has the necessary power and authority to grant the intellectual property rights set forth herein.
- b) The Services will be performed using reasonable care and skill, and in accordance with the relevant SOW.
- c) The Deliverables are free from defects in design, material, and workmanship and will conform to the warranties, specifications, and requirements in this Agreement for one (1) year from the date of acceptance.
- d) The Deliverables and Services, including any Program Products or Pre-existing Materials provided by Contractor, do not and will not infringe any patent, copyright, trade secret, or other intellectual property right of any third party.
- e) The Deliverables do not contain any harmful code (e.g., viruses, Trojan horses, or similar programs).
- f) All Contractor personnel performing Services onsite or in-country have valid work authorization under applicable immigration laws. Contractor shall provide evidence of compliance upon Enavate's request.

6. Intellectual Property.

6.1. Developed Works. Enavate shall own all Developed Works, including all intellectual property rights therein. The Developed Works are considered "work made for hire" to the maximum extent permitted by applicable law. To the extent any Developed Works are not deemed "work made for hire," Contractor hereby assigns, and shall cause its personnel to assign, all right, title, and interest in and to the Developed Works to Enavate. Furthermore, Contractor hereby irrevocably and unconditionally waives, to the maximum extent permitted by applicable law, any and all "moral rights" (including rights of attribution and integrity) in and to the Developed Works.

6.2. Pre-existing Materials and Program Products. Contractor retains ownership of all intellectual property rights in its Pre-existing Materials and Program Products. If Contractor

includes any Pre-existing Materials or Program Products in a Deliverable, Contractor grants Enavate a nonexclusive, worldwide, perpetual, royalty-free, irrevocable, paid-up license to use, reproduce, modify, display, perform, transfer, distribute, and sublicense such materials as necessary for Enavate's internal business purposes and in support of Enavate Clients. Contractor warrants that it has the authority to grant such a license.

7. Confidentiality.

- 7.1. **Confidential Information.** “**Confidential Information**” means all non-public information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Enavate includes, without limitation, technical, financial, and business information, pricing, client lists, prospective client information, Enavate Client data, personnel data, and the terms of this Agreement and any SOW.
- 7.2. **Non-Use and Non-Disclosure.** The Receiving Party shall not use the Confidential Information for any purpose other than to fulfill its obligations under this Agreement and shall not disclose Confidential Information to any third party without the Disclosing Party's prior written consent. The Receiving Party shall protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but no less than reasonable care.
- 7.3. **Personnel and Subcontractors.** Contractor shall require and cause each of its subcontractors and personnel who receive access to Confidential Information to enter into written agreements containing confidentiality terms no less protective than those set forth herein.
- 7.4. **Return of Information.** Upon the Disclosing Party's written request (whether made during the term of this Agreement or following its termination or expiration or the termination or expiration of an SOW), the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party, except for archival copies required by law or retained in backup systems, which shall remain subject to the terms of this Agreement.
- 7.5. **Data Breach Notification.** Contractor shall notify Enavate in writing within twenty-four (24) hours of discovering any actual or suspected unauthorized access, disclosure, or loss of Enavate or Client data. Contractor shall fully cooperate with Enavate in investigating, mitigating, and remediating any such incident.

8. Term and Termination.

- 8.1. **Term.** This Agreement commences on the Effective Date and remains in effect until terminated as provided herein.
- 8.2. **Termination for Convenience.** Enavate may terminate this Agreement or any SOW for any reason upon thirty (30) days prior written notice to Contractor. Upon such termination, Enavate shall pay Contractor for Services properly performed and Deliverables properly delivered and accepted up to the effective date of termination.

- 8.3. **Termination for Cause.** Either Party may terminate this Agreement or any SOW immediately upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

9. Indemnification and Limitation of Liability.

- 9.1. **Indemnification by Contractor.** Contractor will defend, indemnify, and hold harmless Enavate and its Affiliates, directors, officers, employees, and Enavate Clients against any third-party claims, suits, or proceedings arising out of or related to: (a) a breach by Contractor of any term of this Agreement, including any warranty; (b) any claim that a Deliverable, Service, or any Program Product infringes any intellectual property right of a third party; (c) personal injury or property damage caused by Contractor or its personnel; or (d) the negligent or willful acts or omissions of Contractor or its personnel.
- 9.2. **LIMITATION OF LIABILITY.** EXCEPT FOR CONTRACTOR'S OBLIGATIONS PURSUANT TO SECTION 9.1 (INDEMNIFICATION BY CONTRACTOR), (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (II) EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

10. Audit Rights.

- 10.1. **Right to Audit.** Upon reasonable prior written notice, Enavate shall have the right to audit Contractor's books and records (including those of its subcontractors) related to the Services, Deliverables, and Contractor's compliance with this Agreement (including invoicing and security controls) during Contractor's normal business hours.
- 10.2. **Costs.** Enavate shall bear the cost of the audit, unless the audit reveals overcharges or non-compliance of five percent (5%) or more for the audited period, in which case Contractor shall bear the full cost of the audit, and promptly reimburse Enavate for any overcharges.

11. Insurance.

- 11.1. **General Requirement.** Contractor shall, at its own expense, maintain insurance coverage appropriate to its business structure and the Services provided under this Agreement. All coverage must be maintained throughout the Term of this Agreement and, for Professional Liability, for two (2) years thereafter. Contractor shall maintain personal accident or health insurance sufficient to cover injuries sustained while performing Services, including on Enavate premises. Contractor acknowledges and agrees that Enavate does not provide workers' compensation or similar benefits to Contractor.

11.2. **Minimum Coverage for Firms.** If Contractor is a company or corporate entity employing personnel, the following minimum coverage applies:

- a) Professional Liability (Errors & Omissions): \$1,000,000 per claim; \$2,000,000 aggregate.
- b) Commercial General Liability (CGL): \$1,000,000 per occurrence; \$2,000,000 aggregate. The CGL policy must name Enavate as an additional insured.
- c) Workers' Compensation: Statutory limits as required by applicable law.
- d) Umbrella/Excess Liability: \$1,000,000 limit of liability.

11.3. **Minimum Coverage for Individuals.** If Contractor is an individual operating with no employees, the following minimum coverage applies:

- a) Professional Liability (Errors & Omissions): \$1,000,000 per claim; \$2,000,000 aggregate.
- b) Commercial General Liability (or equivalent personal liability coverage): \$500,000 per occurrence; \$1,000,000 aggregate.
- c) Workers' Compensation is not required unless the individual employs others during the Term.

11.4. **Certificates of Insurance.** Contractor shall provide certificates of insurance evidencing the required coverage upon request by Enavate.

12. **Governing Law & Dispute Resolution.** This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. Except as stated below, any dispute arising out of or relating to this Agreement shall be resolved exclusively by final, binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) or, if applicable as determined by Enavate, the AAA International Centre for Dispute Resolution (ICDR) Rules. The legal seat of arbitration is Wilmington, Delaware, U.S.A., and all proceedings shall be conducted in English. Hearings, including the merits hearing, may be held by videoconference at the arbitrator's discretion, and any such virtual location will be deemed the legal seat. The arbitrator's award will be final and binding, and judgment may be entered in any court with jurisdiction, including courts in the Contractor's jurisdiction. This arbitration provision is intended to be enforceable under the Federal Arbitration Act and the New York Convention. Notwithstanding the above, because of the nature of Enavate's confidential information, trade secrets, and intellectual property to which the Subcontractor has access, Enavate may seek interim or permanent injunctive relief in the Delaware Court of Chancery or any other court of competent jurisdiction to prevent a breach of this Agreement.

13. **Notices.** All notices required or permitted under this Agreement must be in writing to the addresses referenced below under this section. Notices are deemed given and effective as follows: (i) if sent by email, upon the sending Party receiving a reply email from the receiving Party acknowledging receipt (a read receipt alone shall not suffice), provided that if the sending Party does not receive such acknowledgment within three (3) business days after sending, the notice must be resent via an alternative method specified in this section to be effective; and (ii) if sent by nationally recognized overnight courier or by registered or certified mail (return receipt requested), upon delivery. Either Party may update its notice contact information by providing notice under this section.

- a) **To Contractor:** Email to the address specified in the applicable SOW (or otherwise on record for Contractor), or courier/mail to the notice address specified in the SOW.
- b) **To Enavate:** Email to legal@enavate.com, or (i) courier to 1511 N. Westshore Blvd., Suite 900, Tampa, FL 33607; or (ii) U.S. Mail (registered/certified) to P.O. Box 20488, Tampa, FL 33622-0488.

14. General Provisions.

- 14.1. **Independent Contractor.** The Parties are independent contractors, and nothing in this Agreement creates any agency, partnership, joint venture, fiduciary, or employment relationship between Enavate and Contractor or any Contractor personnel. Contractor has no authority to bind Enavate or to incur any obligations on Enavate's behalf. Contractor will determine, in its sole discretion, the manner and means of performing the Services, subject only to the requirements expressly set forth in the applicable SOW. Contractor is solely responsible for (a) the direction, supervision, control, compensation, and discipline of its personnel; (b) all wages, benefits, and other compensation owed to its personnel; (c) all income taxes, employment taxes, social security contributions, workers' compensation, disability insurance, and other statutory or regulatory obligations applicable to it or its personnel; and (d) providing all tools, equipment, and materials necessary to perform the Services unless expressly stated otherwise in an SOW. Nothing in this Agreement requires Contractor to provide Services exclusively to Enavate, nor precludes Contractor from performing services for other clients, provided such activities do not conflict with Contractor's obligations under this Agreement.
- 14.2. **Non-Solicitation of Personnel.** Contractor agrees that during the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Contractor will not, directly or indirectly, solicit, hire, or employ any personnel of Enavate or its Affiliates who were involved in providing or managing the Services hereunder.
- 14.3. **Non-Solicitation of Enavate Clients.** Contractor shall not use or disclose any Confidential Information of Enavate (including without limitation client lists, pricing, or strategic information) to directly compete with Enavate by soliciting or accepting business from any Enavate Client for the purpose of providing services similar to those provided by Enavate or its Affiliates during the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement.
- 14.4. **Compliance with Law.** Contractor will comply, at its own expense, with all applicable laws, regulations, and ordinances when performing its obligations under this Agreement.
- 14.5. **Assignment.** Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Agreement without the other Party's consent to an Affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, so long as the acquiring entity is not a direct competitor of the non-assigning Party.

- 14.6. **No Waiver.** Failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the Party granting the waiver.
- 14.7. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent.
- 14.8. **Survival.** The following sections shall survive the expiration or termination of this Agreement or any SOW: Confidentiality, Intellectual Property, Indemnification, Limitation of Liability, Governing Law & Dispute Resolution, and any other provisions which by their nature are intended to survive.
- 14.9. **Entire Agreement.** This Agreement, including all executed SOWs, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, agreements, and understandings with respect to its subject matter.