MASTER SERVICE AGREEMENT

March 1, 2025

This Gamma Technologies, LLC (“GT”) Master Service Agreement (“Agreement”) is made and entered into by GT on behalf of itself and its Affiliates, and by the Customer identified in the Schedule (“Customer”). This Agreement supersedes any previously executed Agreement or other master agreement(s) entered into by the Parties regarding this subject matter.

By engaging GT’s Services (as defined below), you are acknowledging your agreement with and acceptance of the terms found herein. If you are accepting this Agreement on behalf of your company, government, university, or other entity, you are binding that entity to the obligations found in this Agreement and must be authorized to do so.

If Customer is only engaging in Services, this Agreement and the Statement of Work (“SOW”) shall be the sole governing documents for such engagement. In cases where the Customer has transacted with GT for both the licensing of GT Software and the engagement of GT Services, the Software License Agreement and this Master Services Agreement function as a single, unified contract. In the event of conflicting terms, the Software License Agreement shall prevail.

***1. Services*.**

(a) Customer has requested that GT performs consultancy services ("Services"), with the specific details of each service to be outlined in one or more separate SOWs as necessary, each subject to the terms and conditions of this Agreement.

(b) GT and Customer shall mutually agree on each individual project's specific details, including scope, Deliverables (as defined below), timeline, and compensation, which will be detailed in writing in separate SOWs and executed by both Parties.

(c) From time to time and during the course of performance of the Services, either Party may request changes to an existing SOW. Any such changes shall not be effective unless documented in writing, agreed upon, and signed by both Parties. (“Change Order”). Such Change Order shall modify only the applicable SOW, and all other terms of this Agreement shall remain unchanged and in full force and effect.

(d) GT may, at its sole discretion, utilize one or more third party service provider(s) (“GT Service Providers”) to assist with any project, Service and/or Deliverable. Should GT elect to do so, it will provide notice to Customer.

***2. Intellectual Property*.**

(a) Definitions

i. “Background IP” means all Intellectual Property (as defined below) existing prior to the date of execution of the Schedule. For avoidance of doubt, all GT Software products shall be considered Background IP, whether or not the Customer’s license is used on behalf of the project.

ii. “Deliverables” means Intellectual Property that is developed or resulting from the performance of any SOW that contains Customer Intellectual Property but does not contain any Intellectual Property of GT. Deliverables may also be defined as in the SOW, as applicable. Should the Deliverables be defined in an individual SOW, that definition shall take precedence over this one.

iii. “Foreground IP” means Intellectual Property developed or resulting from the performance of any SOW that contains GT Intellectual Property. Foreground IP may also be defined in the SOW, as applicable. Should the Foreground IP be defined in an individual SOW, that definition shall take precedence over this one.

iv. “Intellectual Property” means all inventions and/or works; all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; and/or all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto.

(b) Ownership and Licenses

i. All Background IP is and shall remain the exclusive property of its originating Party, regardless of registration status. For avoidance of doubt, all GT software products and all improvements, modifications and revisions thereof shall be considered Background IP, whether or not the Customer uses such GT Software during the project.

ii. Customer's use of any GT software programs or applications ("GT Software") shall be subject to a separate Software License Agreement entered into between the Parties. In the event of any discrepancies or contradictions between the terms of this Agreement and those of the Software License Agreement, the terms of the Software License Agreement shall govern.

iii. No ownership or license rights to any Background IP shall transfer under this Agreement or any SOW signed hereunder.

iv. Any Deliverables shall be owned by the Customer, and GT hereby assigns such Deliverables and all associated Intellectual Property rights to Customer.

v. Any Foreground IP shall be owned by GT, and Customer hereby assigns any rights it may acquire, either by contract or law, in such Foreground IP, to GT.

vi. Customer hereby grants to GT a limited, non-exclusive, non-transferable, non-sublicensable (except as necessary to GT affiliates or subcontractors for the purpose of providing the services contemplated herein), license to Customer Background IP solely as necessary to provide the Services and produce the Deliverables.

vii. GT hereby grants to Customer a limited, non-exclusive, non-sublicensable license to GT Background IP and Foreground IP solely to the extent such Background IP and Foreground IP is embedded in and required to use any Deliverables. This license does not include any licenses to GT Software.

<u>3. Confidentiality</u>.

Both Parties may engage in disclosing and receiving Confidential Information (as defined below) under this Agreement or any related SOW and agree as follows:

(a) <u>Confidential Information</u>

i. For the purposes of this Agreement, Confidential Information refers to any non-public, proprietary information, including but not limited to trade secrets, business strategies, technical data, and other confidential material disclosed by one Party to the other during the term of this Agreement, whether in writing, oral, visual, electronic, or other tangible or intangible forms. It also includes information that the receiving Party should reasonably know is of a confidential nature. The Parties shall adopt security measures and degree of care no less than those it applies to its own Confidential Information. All Foreground IP and Deliverables shall be treated as Confidential Information.

ii. Confidential Information shall not include information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to one Party at the time of its receipt from the other Party; (iii) is lawfully received from a third party not subject to known obligations of confidentiality (iv) can be shown by documentation to have been independently developed by one Party without reference to any Confidential Information.

(b) Authorized Personnel. Each Party agrees not to disclose the other Party's Confidential Information to any third parties unless expressly authorized to do so by the disclosing Party. Only Representatives, (defined as a Party's officers, directors, employees), Affiliates (defined as any entity controlling or controlled by, and who are not competitors of disclosing Party), and/or Authorized Personnel (defined as GT Service Providers who are bound by an existing non-disclosure obligation and have a need to receive such Confidential Information), may receive and disclose Confidential Information. Each Party shall be responsible and liable to the other Party for its failure or the failure of Representatives, Affiliates, and/or Authorized Personnel to comply with these obligations.

(c) Obligated Disclosure. Should a Party become legally obligated to disclose Confidential Information, whether by governmental, executive, or judicial mandate, that Party shall disclose the minimum amount of information as legally required and promptly inform the other Party to allow it to seek protective order or other appropriate remedy if feasible.

(d) Responsibilities and Remedies

i. Each Party shall promptly notify the other Party in writing upon discovery of any actual or suspected unauthorized use or disclosure of Confidential Information and shall reasonably cooperate with the non-breaching Party to regain control and to prevent further dissemination and/or unauthorized use.

ii. The Parties acknowledge and agree that the non-breaching Party shall be entitled, without waiving any other rights or remedies, to seek the remedies of an injunctive or equitable relief.

iii. Upon termination of this Agreement, the disclosing Party may provide a written request for the receiving Party to return, erase or destroy the disclosed Confidential Information in all forms. Confidential Information stored in electronic archives made as part of routine back up procedures which is inaccessible for use or copies required to be retained for legal and regulatory requirements shall be exempt.

***4. Export Control*.**

Customer represents (i) that it is not, nor is it owned or controlled by, a person or entity appearing on the sanction list administered by the U.S. Department of the Treasury, the U.S. Department of Commerce's Bureau of Industry & Security, or the U.S. State Department screening list; (ii) that it will not use in or for the benefit of, or transfer the Background IP, Foreground IP, or Deliverables to any location (including Cuba, Iran, North Korea, Sudan, Syria, and the Crimea region of Ukraine), person, or entity that is subject to sanctions or a denial of export privileges administered by the United States or any other authority having jurisdiction over Customer's activities; (iii) that it will not use nor facilitate use of the Background IP, Foreground IP, or Deliverables in any manner that would cause a violation of 15 C.F.R. § 744.3 (imposing certain restrictions relating to rocket, ballistic missile, space launch, and unmanned air vehicle activities), or other applicable law; and (iv) that, if any representation in this paragraph shall cease to be accurate during any time when this license is in effect, Customer shall promptly notify GT.

***5. WARRANTY AND INDEMNITY*.**

(a) GT shall perform the work detailed in the SOWs according to the terms of that specific SOW and any attendant Change Order, in a prompt, efficient, and professional manner consistent with industry standards and will ensure that all persons acting for or on behalf of GT shall possess the requisite knowledge, skill, ability, experience, qualifications, and oversight to complete the SOW. Should GT perform the SOW at a Customer location, all persons acting for or on behalf of GT shall comply with all of Customer's reasonable policies, procedures, and worksite rules governing such location, providing they are provided to GT in advance, in writing, and with sufficient advance notice to ensure review and acceptance by authorized GT personnel.

(b) Customer shall indemnify, defend, and hold harmless GT, its officers, directors, and employees, from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or in connection with any third-party claims or allegations arising out of or relating to the use of the Foreground IP or Deliverables by Customer.

***6. Termination*.**

(a) Either Party may terminate this Agreement upon 30 days written notice to the other Party. Termination of this Agreement shall constitute a termination of all SOWs signed hereunder. Termination of an individual SOW will not constitute a termination of this Agreement unless otherwise specified.

(b) Upon termination, all fees owed by Customer shall be paid in full, and Customer shall receive any Foreground IP or Deliverables as they exist at the date of termination.

(c) The confidentiality obligations set forth in Section 5 shall continue in full force and effect for a period of three (3) years from the date of termination.

(d) For avoidance of doubt, if Customer terminates this Agreement but continues to hold an active GT license, only this Agreement is terminated. Termination of this Agreement does not affect the existing Software License Agreement.

***7. Miscellaneous*.**

(a) Severability. If any provision of this Agreement is found to be illegal, void, or unenforceable, the Parties agree that such provision shall be deemed severable from the remaining provisions of the Agreement and shall not affect the validity or enforceability of the remaining provisions.

(b) Hiring of Employees. Customer and GT agree, as further consideration for entering into this MSA, that neither Party shall knowingly solicit for hire, on behalf of each respective Party or on behalf of or in conjunction with any other person or entity, any officer, employee, contractor, or agent of the other Party during the term of this Agreement, and in the six months following the termination of the MSA unless the non-hiring Party so agrees in writing. This provision shall not prohibit either Party from hiring personnel via general employee recruitment procedures that are not directed specifically towards the other Party's employees, including but not limited to the placement of general job opening advertisements or the posting of such positions on employment-related websites.

(c) Assignment. Neither Party may assign or transfer its interests or obligations under this Agreement without the prior written consent of the other Party with the limited exception of instances of corporate reorganization, a sale of all or substantially all of its assets where operations remain substantially the same and do not involve a direct competitor of the other Party, or merger with a non-competitor. This Agreement shall then be binding upon and inure to the benefit of those successors and assigns.

(d) Notice. All notices required or permitted hereunder shall be given in writing and must be delivered in person, by courier (to be effective upon day of receipt), overnight delivery (to be effective upon day of receipt as shown by delivery service records), U.S. certified mail (postage prepaid, to be effective as the earlier of three days after deposit in the U.S. Mail service or by the date shown on the receipt), or by email (to be effective on the date of the proven receipt of by the absence of a return of the email message being undelivered or marked as undeliverable), addressed to the Parties executing hereunder. The Parties may change their respective addresses by giving written notice of the change of address in the manner described above.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Switzerland, without regard to the principles of conflict of laws thereof.

(f) Execution and Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral, related to the Services. Any changes to the Services must be mutually agreed upon in writing by both Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.