
**DIGITALERA GROUP LLC
STATEMENT OF WORK (“SOW”)
&
PURCHASE ORDER (“PO”)
TERMS AND CONDITIONS
Effective: 04/25/2022**

1. GENERAL.

1.1. The Client and DigitalEra Group do hereby expressly agree that any SOW and/or PO entered into by and between the Client and DigitalEra Group, shall at all times be subject to these Terms and Conditions (the SOW and/or PO collectively with these terms and conditions shall be referred to as the “Agreement”), all of which shall be incorporated in their entirety into said documents for the benefit and use of each Party. DigitalEra Group reserves the right to modify these Terms and Conditions (T&Cs), and upon so doing, may notify the Client of such modifications via a revision to this Agreement and/or notification via email of the same. Where the term SOW is used herein, it shall be agreed by the Client and DigitalEra Group that the same Terms and Conditions apply and shall be enforceable between the parties to any PO. DigitalEra Group and Client are herein referred to individually as a “**Party**” and together as the “**Parties**”.

1.2. Amendment of Statements of Work. If at any time, Client requests a change to the SOW, then DigitalEra Group will meet with Client to discuss the proposed change and the Parties shall attempt to agree upon an addendum to the SOW reflecting the requested change. The addendum shall be deemed part of the Agreement upon written execution by Client and DigitalEra Group.

1.3. Client’s Obligations. Client acknowledges that Client’s timely provision of (and DigitalEra Group’s access to) relevant Client assistance, cooperation, and complete and accurate information and data, and securing all necessary third-party consents and approvals, is essential to the performance of the Services, and that DigitalEra Group shall not be liable for any deficiency in performing the Services if such deficiency results from Client’s failure to provide the foregoing. Client shall provide DigitalEra Group with appropriate information concerning, and reasonable access to, Client's computer systems and provide all information, access and full, good faith cooperation reasonably necessary to facilitate the Services, including one or more employees of Client who have substantial computer systems and network and project management experience to act as a liaison between Client and DigitalEra Group. Client agrees that DigitalEra Group may provide forensic analysis, compromise assessment, or other software tools for Client to install on Client’s systems as needed to provide

the Services, or DigitalEra Group may install the software tools on Client's systems, as appropriate for the Services. If Client fails or delays in its performance of any of the foregoing, DigitalEra Group shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance.

1.4. Invoices and Payment. The Client agrees and acknowledges that payment in full is due to DigitalEra Group once the SOW has been executed, unless otherwise stated in the applicable SOW for that particular engagement. Where the SOW provides for terms other than Client's payment upon execution of the applicable SOW, the payment terms in that SOW shall take precedence.

1.5. Term and Renewal. The Client and DigitalEra Group acknowledge and agree that the terms of each SOW shall continue for a period of 1 year (the "Initial Term"). Prior to the natural termination of the Initial Term, the SOW shall automatically renew for additional one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless the Client or DigitalEra Group notifies the non-renewing party at least sixty (60) days prior to the expiration of the current term of that Party's desire to terminate the Agreement. Furthermore, the Client and DigitalEra agree that the pricing for and products and services delivered under any SOW to which these terms apply, shall be subject to the prices currently in effect at the time of renewal, unless otherwise stated in writing in any SOW to which these terms apply.

2. OWNERSHIP.

2.1. By Client. Subject to Client's fulfillment of its payment obligations under the Agreement, Client shall own all right, title and interest in and to the Deliverables. As used herein "**Data**" means (a) all data and information (i) submitted to DigitalEra Group by Client or (ii) which is Client created and/or owned data and information to which DigitalEra Group has access in connection with the provision of Services and (b) all derivatives of any of the foregoing. All Data shall remain the sole property of Client, and DigitalEra Group shall not use Data for any purpose other than that of rendering the Services under this Agreement.

2.2. By DigitalEra Group. All methods or processes used or developed by or for DigitalEra Group in or for the provision of Services, and all documentation, records, raw data, materials, work product, concepts, information, inventions, improvements, designs, programs, formulas, know-how, or writings related thereto, other than Deliverables, authored, prepared, created, made, developed, delivered, conceived or reduced to practice, in whole or in part, by DigitalEra Group in the course of providing the Services (collectively, the "**DigitalEra Group IP**") are and will be the sole and exclusive property of DigitalEra Group. Client shall not by virtue of this

Agreement or either Party's performance thereof obtain any intellectual property or other ownership rights in any DigitalEra Group IP (defined herein).

3. CONFIDENTIAL INFORMATION.

3.1. Definition. For purposes of this Agreement, “**Confidential Information**” means: (i) all information of a Party (the “Disclosing Party”) that is disclosed to the other Party (the “Receiving Party”) that is marked or otherwise clearly identified as confidential, and (ii) all information of the Disclosing Party disclosed to the Receiving Party, whether or not so marked or designated, that the Receiving Party knows or reasonably should know, based on the circumstances of disclosure, to be confidential, including, without limitation, any and all information or proprietary materials (in every form and media) that have been or are hereafter disclosed and that are not generally known in the relevant trade or industry of the Receiving Party or their respective affiliates or third parties with which the Receiving Party conducts or may conduct business. Confidential Information includes, without limitation, (a) all trade secrets and intellectual property; (b) existing or contemplated products, ideas, services, designs, technology, processes, technical data, techniques, methodologies and concepts and any information related thereto; (c) information relating to business plans, forecasts, sales or marketing methods, business and product strategies, pricing and Client lists or requirements; (d) algorithms, software source code, object code and compiled code; (e) pricing information related to the performance of services under this SOW; and (f) market research data, whether containing historic, current or future-related information and whether containing proprietary Disclosing Party data or third-party commercial data.

3.2. Exceptions. Confidential Information shall not include information that the Receiving Party can demonstrate by its own records: (i) was publicly available at the time it was communicated to the Receiving Party; (ii) became publicly available subsequent to the time it was communicated to the Receiving Party through no fault of the Receiving Party; (iii) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party; (iv) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated; or (v) was developed by employees or agents of the Receiving Party independently of and without reference to or use of any Confidential Information communicated to the Receiving Party.

3.3 Obligations. The Receiving Party shall hold the Disclosing Party's Confidential Information in strict confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own Confidential Information. The Receiving Party shall only use the Disclosing Party's Confidential Information as required to accomplish the intent of this Agreement. Notwithstanding the above, the Receiving Party shall

not be in violation of this Section 3.3 with regard to a disclosure to the extent (i) required by applicable disclosure laws or regulations, or (ii) in response to a valid order by a court or other governmental body, in which case the Receiving Party must provide the Disclosing Party with prior written notice of such disclosure sufficient to permit the Disclosing Party to seek a protective order or other confidential treatment of such information, and must cooperate in any attempt to seek such protective order or other confidential treatment.

4. WARRANTY.

4.1. Services. DigitalEra Group warrants to the Client that DigitalEra Group will perform Services in a professional manner by qualified personnel and in a manner consistent with industry standards. Client's sole and exclusive remedy for DigitalEra Group's breach of the foregoing warranty shall be to provide DigitalEra Group with a written description of such breach within thirty (30) days from the date of performance of the non-conforming Services (or portion thereof, if applicable), in which case DigitalEra Group shall promptly and at its expense, use commercially reasonable efforts to re-perform such Services (or portion thereof). If DigitalEra Group cannot re-perform such Services in conformity with this warranty, then DigitalEra Group will refund fees paid by Client to DigitalEra Group in respect of the Services that fail to meet this warranty. If no written rejection is given to DigitalEra Group by Client within such thirty (30) days, such Deliverable or Service shall be deemed to have been accepted. This Section represents DigitalEra Group's sole liability, and Client's sole and exclusive remedy, for a breach of the Services warranty.

4.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, DIGITALERA GROUP MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR DELIVERABLES, AND DIGITALERA GROUP HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5. INDEMNITY.

Each Party agrees to defend, indemnify, and hold harmless the other, its officers, directors, employees and agents (each of the foregoing, an "**Indemnified Party**") from and against any and all third party claims, losses, liabilities, expenses (including reasonable attorneys' fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively, "**Liabilities**") alleging personal injury or property damage except to

the extent caused by the gross negligence or willful misconduct of other Party in connection with this Agreement. The obligations under this Section 5 are conditioned upon the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any claim, action, suit or proceeding; (ii) granting complete control of the defense and settlement to the indemnifying Party; and (iii) reasonably cooperating with the indemnifying Party at the indemnifying Party's sole expense.

6. ASSIGNMENT.

This Agreement will inure to the benefit of and be binding upon any permitted successors or assigns of the Parties hereto. Each Party shall be permitted, without the consent of the other, to assign this Agreement in the event of merger, acquisition, or other change in control of such Party. In other circumstances, consent of the other Party shall be required, and such consent shall not be unreasonably withheld. For purposes of this Agreement, control means ownership of 50% or more of the voting interests of any entity.

7. TERMINATION.

7.1. For Convenience. At any time upon thirty (30) days' advance written notice to DigitalEra Group, Client may terminate all or any portion of the Services pursuant to the Agreement. In the event of such termination for convenience, and with respect to the Services so terminated, DigitalEra Group shall be entitled to compensation in full for: (i) the entire sum payable by client pursuant to the SOW and/or PO; (ii) and shall also be entitled to reasonable compensation for de-mobilization and re-mobilization occasioned by the termination, at the Client's sole cost and expense.

7.2. Cause. By written notice to the other Party, a party may terminate for cause this Agreement, or all or any portion of the Services, in the following circumstances:

- a) Immediately in the event of a material breach by the other Party that remains uncured after thirty (30) days written notice; and
- b) Immediately if the other Party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the Party seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of any of the Party's property or assets related to the Services, or upon liquidation, dissolution or winding up of the Party's business.

7.3. Survival. Notwithstanding anything else in this Agreement, Client's payment obligations, and the provisions of Sections 2, 3, 4, 5, 7.3 and 8 of these Terms and Conditions will survive termination or expiration of this Agreement for any reason.

8. GENERAL PROVISIONS.

8.1. Non-Exclusivity. Nothing in this Agreement will restrict or limit DigitalEra Group from performing any consulting, implementation, integration, development, training, maintenance, support or other services on behalf of itself or any other entity in any industry, and DigitalEra Group may enter into agreements with other companies for the provision of services similar to the Services at any time.

8.2. Independent Contractor. In all matters relating to this Agreement, DigitalEra Group and Client will act as independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer- employee relationship. DigitalEra Group will be solely responsible for payment of federal, state and local tax withholdings, social security, disability, unemployment insurance, worker's compensation, industrial accident and other contributions attributable to DigitalEra Group employees that render the Services. Neither party will represent that it has any authority to assume or create any obligation, expressed or implied, on behalf of the other Party, or to represent the other Party as agent, partner, employee, or in any other capacity. Neither DigitalEra Group nor Client shall become liable or bound by any representation, act or omission whatsoever of the other Party.

8.3. Cumulative Remedies, Waiver and Severability. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated, will be cumulative and may be exercised singularly or concurrently. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If one or more provisions in this Agreement are ruled entirely or partly invalid or unenforceable by any court or governmental authority of competent jurisdiction, then the validity and enforceability of all provisions not ruled to be invalid or unenforceable shall remain unaffected. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

8.4. Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given: (i) on

the date of delivery if delivered by hand or by confirmed electronic communication via email; (ii) upon the fifth (5th) day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally-recognized overnight express courier. Written notices shall be provided to the applicable Party at the address set forth in the Agreement, or such address as may be otherwise provided in writing by a Party hereunder.

8.5. Governing Law and Arbitration. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, excluding that State's choice-of-law principles. If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Miami-Dade County, Florida. The arbitration shall be governed by the laws of the State of Florida, exclusive of that State's choice of law provisions and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Florida, excluding that State's choice-of-law principles. In making determinations regarding the scope of exchange of electronic information, the arbitrator(s) and the Parties agree to be guided by The Sedona Principles, Third Edition: "Best Practices, Recommendations & Principles for Addressing Electronic Document Production". Hearings will take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in person hearings. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred and twenty (120) days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

8.6. Force Majeure. DigitalEra Group shall be excused from performance under this Agreement for any period to the extent prevented or delayed, in whole or in part, as a result of causes beyond its reasonable control.

8.7. Injunctive Relief. Nothing in this Agreement, will limit either Party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such relief in a court of competent jurisdiction. Client acknowledges that its breach of DigitalEra Group's Intellectual Property Rights may cause irreparable damage and hereby agrees that DigitalEra Group shall be entitled to injunctive relief in the event thereof, without the necessity of posting bond, as well as such further relief as may be granted by a court of competent jurisdiction.

8.8. Headings. The section headings set forth in this Agreement are for the convenience of the parties, and in no way define, limit, or describe the scope or intent of this Agreement. Such headings are to be given no legal effect.

8.9. Limitation of Liability. EXCEPT FOR A BREACH OF SECTION 3, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW IN NO EVENT WILL DIGITALERA GROUP, ITS AFFILIATED COMPANIES, OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES. IN NO EVENT SHALL DIGITALERA GROUP'S TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED ON TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT OF FEES PAID BY COMPANY TO DIGITALERA GROUP UNDER THE APPLICABLE SOW AND/OR PO FROM WHICH THE PARTY SEEKING ANY SUCH CLAIM IS BASED UPON AND/OR ARISING THEREFROM.

8.10. Counterparts. The SOW and/or PO may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The Client and DigitalEra Group do hereby acknowledge execution of any document using a commercially available electronic signature service such as DocuSign™ or PandaDoc™ or equivalent thereof, shall constitute a valid and enforceable signature against the Party who makes such mark.

8.11. Subcontracting. DigitalEra Group shall have the right, in its sole discretion, to subcontract portions of any Services authorized hereunder; provided, however, that DigitalEra Group shall require any such subcontractor to adhere to the obligations imposed upon DigitalEra Group with respect to the services subcontracted; and provided, further, however, that DigitalEra Group shall remain fully liable to Client for any services subcontracted.

8.12. Non-Solicitation. Neither Party shall directly or indirectly solicit, recruit, hire or otherwise employ or retain the employees of the other Party working under this Agreement during the term of this agreement and for one (1) year following the termination or expiration of this Agreement without prior written consent of the other Party. Further, this provision shall be included in any resultant SOWs or POs. However, notwithstanding the above, this provision shall not restrict the right of either Party to solicit or recruit generally in the media and shall not prohibit either Party from hiring the other Party's employee who answers any advertisement or who otherwise voluntarily applies for hire without having been directly or indirectly solicited or recruited by the hiring Party for any position not related to this Agreement.

8.13. Integration; Order of Precedence; Amendment. This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to its subject matter, including terms attached or incorporated by any purchase order or invoice. The Parties do not intend that any term of this Agreement be enforceable by any third party; this Agreement shall not create any rights in persons not party to this Agreement, whether third party beneficiary, or otherwise. This Agreement may be modified or amended solely in a writing signed by both Parties. In the event of any conflict between or among the provisions contained in the SOW and these Terms and Conditions, the provisions of the SOW will supersede only if it expressly identifies the specific Section(s) of these Terms and Conditions that are being amended; in all other cases, these Terms and Conditions shall supersede and govern.

8.14 Compliance with Law. The Client and DigitalEra Group shall each act in strict compliance with all applicable laws, ordinances, regulations, and other requirements of any and all governmental authorities including, without limitation, all applicable export and data protection laws and regulations in connection with its performance under this Agreement. Without limiting the generality of the foregoing, the Client expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the deliverables or any direct product thereof to any destination, entity, or person restricted or prohibited by the export laws, regulations, and controls of the United States or any other applicable jurisdiction and the Client shall obtain all permits, licenses, or other consents necessary for the receipt of the Services and the performance of its duties under this Agreement.

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