

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the _____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and [Contractor], a [Contractor Entity] (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

Email: _____

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the _____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and [Client], a [Client Entity] (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

3 TECHNICAL METHODOLOGY

4 PERSONNEL

5 DELIVERABLE MATERIALS

6 COMPLETION CRITERIA

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$_____ to be paid as follows:

[\$_____ upon execution of the Agreement and \$_____ upon completion of the Services]. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 9th day of April, 2021(the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

Email: CMoore@STSAZ.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Client

By: *C. Moore*

Christopher
Moore _____

Title: __Chief Technology
Officer _____

Accepted by:

Contractor: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 9th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Client”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated April 9th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Please see quote 001773.

3 PERSONNEL

Please see quote 001773.

4 DELIVERABLE MATERIALS

Please see quote 001773.

5 COMPLETION CRITERIA

Work will be deemed completed when all work outlined in Quote#: 001773 is finished, and the work has been accepted by the Client.

6 FEES / TERMS OF PAYMENT

The charges for the Services are: \$697,068.43 to be paid as follows:

\$292,180.93 upon execution of the Agreement and \$207,360 on April 30, \$181,440 on May 7, and then \$16,087.50 upon completion of the Services. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

7 TERM/PROJECT SCHEDULE

Work will commence on April 19th, 2021; with all network setup completed by noon on April 21st to support the streaming of the arrival of the ballots and other equipment.

Services will continue until the ballot counting is done, per outlined in the quote.

8 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Client:

By: 

Christopher Moore

Title: Chief Technology Officer

Accepted by:

Contractor: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

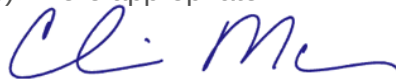
A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature:



Printed Name: Christopher Moore

Date: 04/08/21

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 9th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

Email: __CMoore@STSAZ.com_____


- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Client

By: 
Christopher Moore

Title: Chief Technology Officer

Accepted by:

Contractor: Cyber Ninjas, Inc.

By: _____
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 9th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and Stratech LLC, a Arizona Limited Liability Corporation (the “Client”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated April 9th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Please see quote 001773.

3 PERSONNEL

Please see quote 001773.

4 DELIVERABLE MATERIALS

Please see quote 001773.

5 COMPLETION CRITERIA

Work will be deemed completed when all work outlined in Quote#: 001773 is finished, and the work has been accepted by the Client.

6 FEES / TERMS OF PAYMENT

The charges for the Services are: \$697,068.43 to be paid as follows:

\$292,180.93 upon execution of the Agreement and \$207,360 on April 30, \$181,440 on May 7, and then \$16,087.50 upon completion of the Services. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

7 TERM/PROJECT SCHEDULE

Work will commence on April 19th, 2021; with all network setup completed by noon on April 21st to support the streaming of the arrival of the ballots and other equipment.

Services will continue until the ballot counting is done, per outlined in the quote.

8 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Client:

By: 

___ Christopher Moore _____

Title: ___ Chief Technology Officer _____

Accepted by:

Contractor: Cyber Ninjas, Inc.

By: _____

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: Christopher Moore

Date: 04/08/21



Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records (“CVR”) by Dominion for each ballot image;
- 3) Meta data for each ballot image type; and,
- 4) Ballot Image examples of each ballot image type

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image

- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – November 31, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 125th day of April, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, "Exhibit 1-Form of Statement of Work", with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the "Term").
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the "Service Term"). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client's sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

~~4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.~~

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

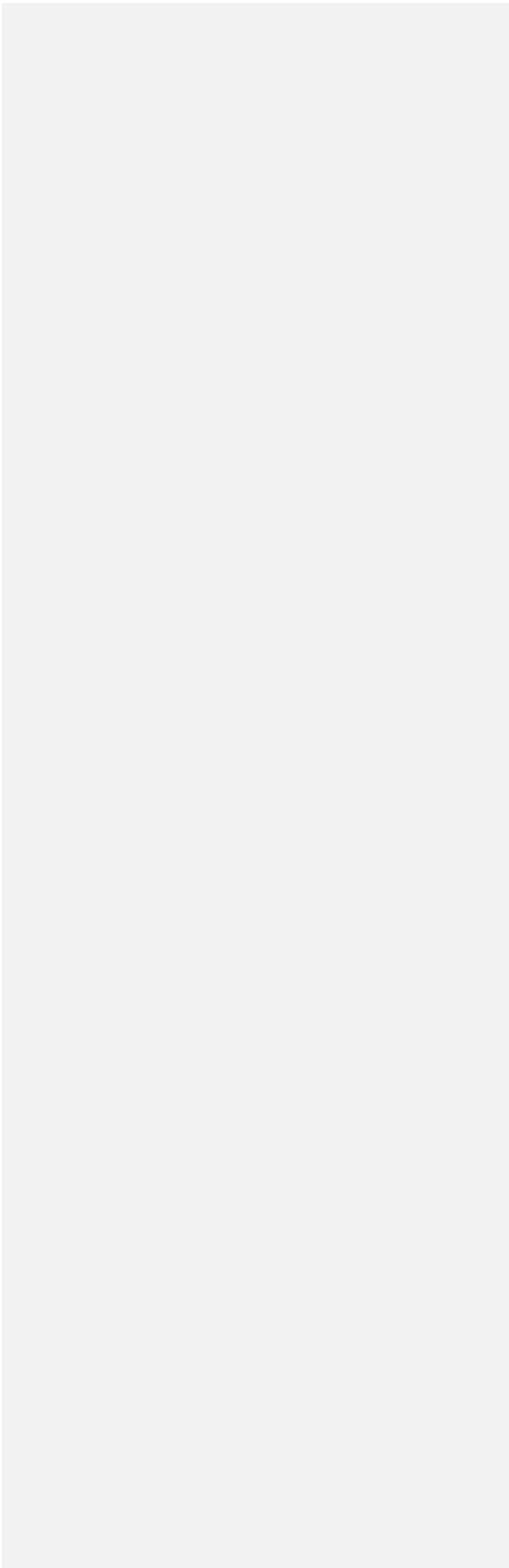
6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.



7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 Non-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

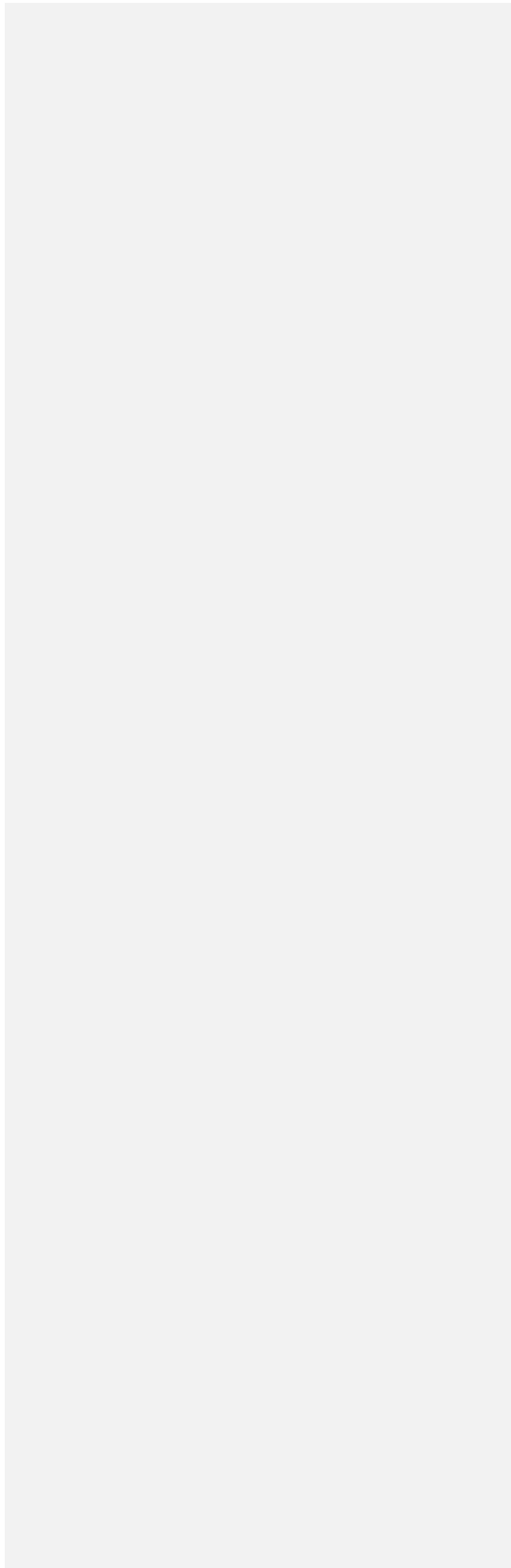
15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.



- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

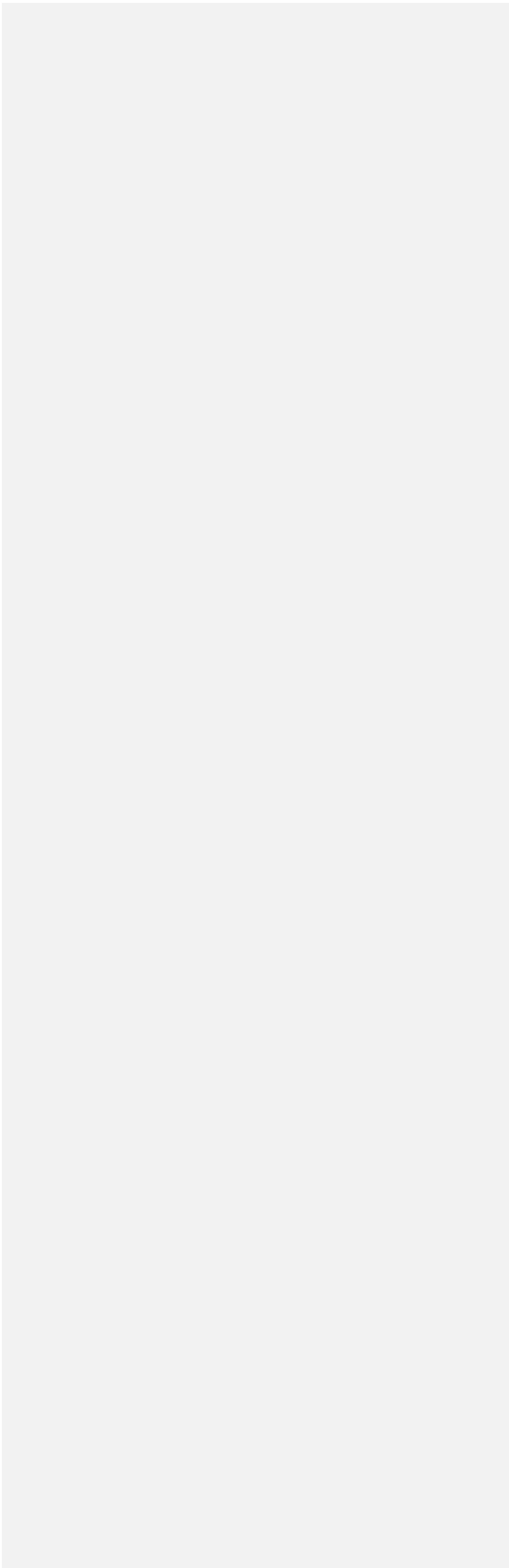
18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.



- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380
Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 512th day of April, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots and 1,900,000 ballot envelopes in Maricopa County, AZ. The counting will be limited to the 3-federal races contested in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor's process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection and aggregation of 2,300,000 ballots
- Oversight and management of the scanning and counting of 1,900,000 ballot envelopes
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch. There should be some way to reliably prove which person supplied which tally sheet.
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backup of Videos to a Client approved location
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots and 1,900,000 ballot envelopes in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff
- Approximately 114 per day (57 per shift) staff members to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 3 federal races from November 2020
- 10 counting stations to be used each staffed by 3 counters
- 10 scanning stations each staffed by 1 scanner
- 10 paper examination stations each staffed by 1 paper examiner
- Each counting station can process 8,000 ballots per shift
- 1 aggregation station each staffed by 2 people
- All counters, scanners, and paper inspector staff will be able to read and speak English
- Cameras placed so that the ballots storage areas are monitored 24x7
- Cameras placed so that movement throughout the counting and storage areas are monitored

Commented [DL1]: These are not assumptions, these are what your team was hired to do and manage. The amount of space you need may be an assumption, and the amount of counters provided might be an assumption; but everything else is on you.

Commented [DL2]: ditto

Commented [DL3]: This should not be an assumption, this should be something you're required to do. Your team is designing the setup for cameras.

- Eight people moving ballots from uncounted storage area to tables and then to the counted storage area
- Two people checking people in and two people checking people out
- One person storing staff personal effects
- One person checking staff temperatures upon entry
- The video will be streamed publicallypublicly in near realtime; There will be some delay based on the technology and costs

Commented [DL4]: Again, these shouldn't be assumptions. These are things your group has been hired to do.

4 PERSONNEL

Contractor will be providing 43 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will provide Client the ballot counting tabulation sheets and aggregation sheets in both paper and electronic form. In addition all ballots will be scanned and provided to Client in electronic form.

Contractor will also put a digital copy, presumably on a USB, with all of the ballot images sealed within every bag that goes through the scanner. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

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6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, ~~and~~ the results are turned over to Client, and those results are reviewed and confirmed by the Client.

Client will have a minimum of five business days to review all provided details and to be sure what is provided is sufficient to meet the needs of the engagement; and the Contractor will have a minimum of 3 business days to remedy any identified issues.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this work. As long as those requests are reasonable given the scope, and something where the data exists; the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this agreement. Requests that are under 5 manhours of time to executed will be expected to be executed without any additional compensation to the Contractor. Anything above 5 manhours the Contractor will be compensated at a reasonable rate relative to the work being done.

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$1,254,000 to be paid as follows:

[\$627,000 upon execution of the Agreement and \$627,000 upon completion of the Services]. Contractor shall also invoice customary and reasonable out-of-pocket expenses for travel, subsistence, certain communications, and similar business expenses incurred in the provision of Services under this Statement of Work. These expenses shall be invoiced at the completion of the project. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

Assuming the project commences on April 22, 2021, all work will be scheduled for completion by May 8, 2021 with the provision to extend for five (5) additional days if ballot counting is not complete.

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Commented [DL5]: I can give you \$130k to get started for hard expenses, 1/3 at the midway point; 1/3 at completion, and the remainder when all deliverables are accepted.¶

¶ Beyond that, this can't be a generic "Hey any other expense I have we're going to pass on to you".

This needs to be a list of specific categories and the estimate for that category. Things outside of that list or out of the bounds of that list will need to get approval.

Title: _____

Accepted by:
Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan
Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 5th day of April, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, "Exhibit 1-Form of Statement of Work", with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the "Term").
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the "Service Term"). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client's sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

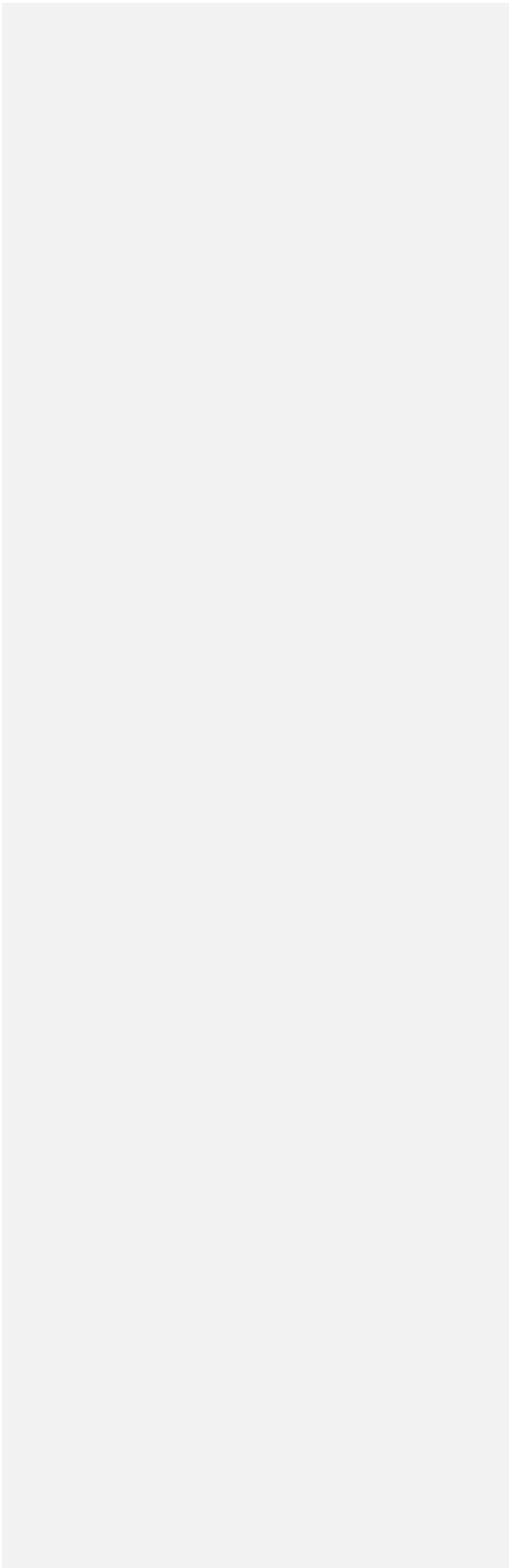
6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as "Designated Personnel") and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client's prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor's reasonable control or Designated Personnel's professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel's status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client's Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) all intellectual property of Client ("Client's Intellectual Property") that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client's Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client's Intellectual Property to perform the Services during the Term hereof. Contractor's permitted license to use the Client Data and Client's Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.



7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 Non-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

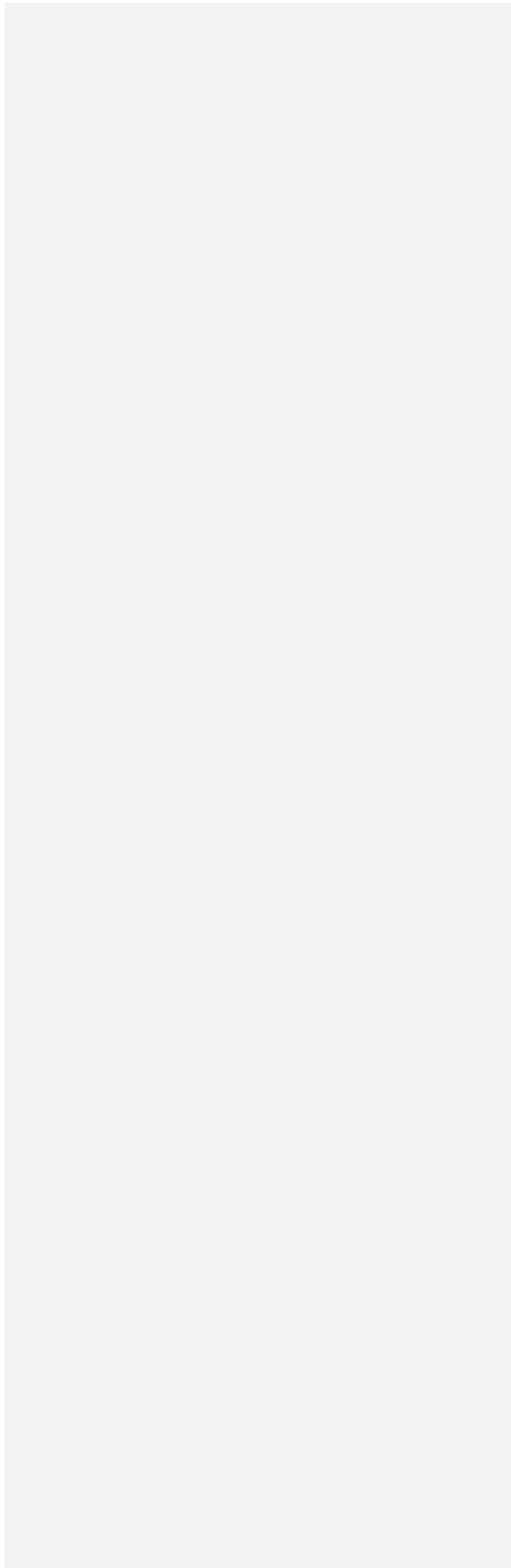
15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.



- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

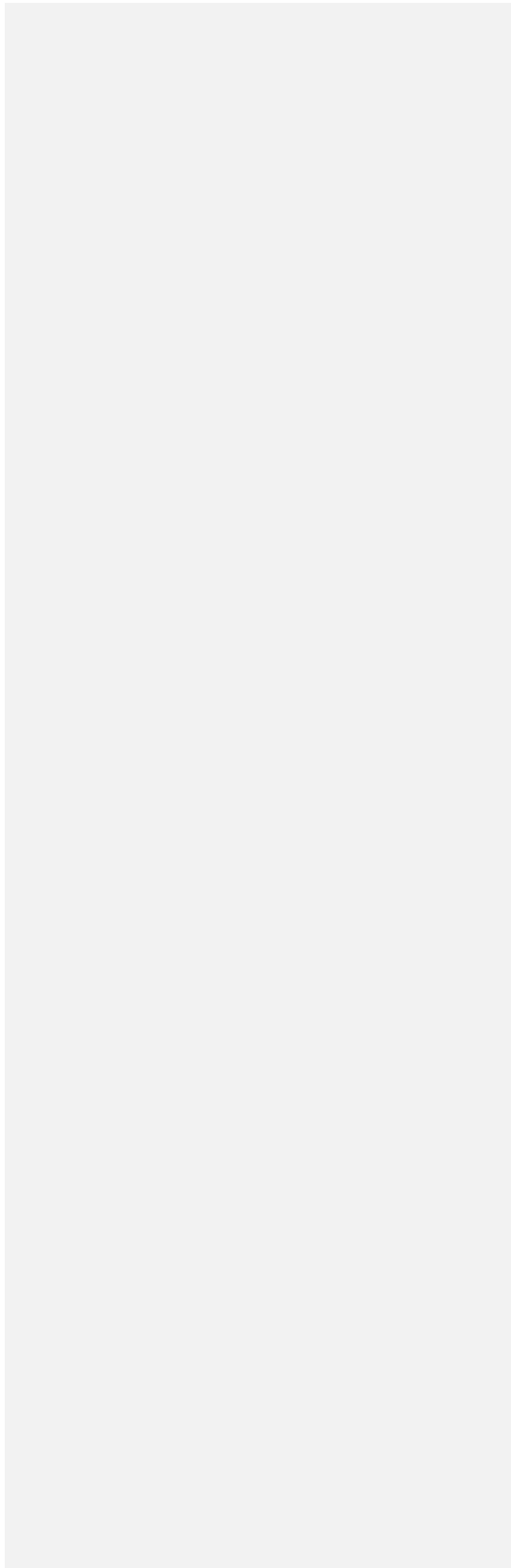
18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.



- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 5th day of April, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

Commented [CW1]: Same as prior comment.

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,100,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor's process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of 2,100,000 ballots
- Provide and manage the paper examination for as many of the 2,100,000 ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming
- Manage the daily process:
 - o Validation of the video feeds

Commented [DL2]: Are your estimates and prices based on 2,100,000 ballots or 2,300,000 ballots? Price increases happened in the past because there were more ballots. It looks like we now have the lower assumption on the number of ballots, and it looks like it's still have the higher prices on labour. ¶

¶

- Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
- Validation of laptop and server operation
- Check-in of all staff (includes temperature scanning)
- Support staff in executing the defined procedures
- Monitor staff for compliance and take appropriate actions
- Monitor and support the video and computing technology to maintain uptime
- Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,100,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,100,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

Commented [DL3]: I assume this is a typo? Last I knew we had 57 people per shift being provided by Lyle, and 20 per shift by Stratech, for 67 per shift, or a total of 134+5 spare people per day.

Commented [DL4]: Last I heard we had 41+8 paper counters. Did we round up here, or is there another staff now? If so, I might need to adjust the hotel counts.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989

- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL

Commented [DL5]: I just wanted to point out that your contracts with your people are all fixed price so your costs don't vary, you're limiting your exposure to an extra 5 days anyway, and you have an assumption that your process will do 8k ballots a day per pod. As a result that isn't a commitment, if you don't hit it you have no obligations. ¶

¶ As a result the way this contract is written your process can totally fail to count enough ballots in time; even without any of the extenuating circumstances occurring; which you also have a provision for; and your execution is still a success on paper; and you'd get paid more to finish the job. This includes if things fail because of fatigue. ¶

¶ Essentially, there is limited contract obligations that are on you. If you show up and try, you successfully execute your commitments in this contract. The only risk you're taking on is if you get paid. I understand that isn't a small thing; but you need to realize the risk you're putting my company in by me signing this agreement. ¶

I still plan on signing it because I trust you to pull this off; but with your wording of this contract I am taking on all the risk of any potential failure to perform. Please keep that in mind and extend grace to me as we work through this. ¶

¶ Please also realize that this will likely mean I will be attempting to pull in additional free or very cheap resources if we're falling behind schedule. Doing so might mean there is extra work on your team; or extra headaches to deal with. I'll do my best to minimize those, but I'm also going to expect you're not going to try and raise your price if I have to cover for things that aren't working well enough for us to finish in time. I don't expect that to be a problem, but I want to fully address it beforehand. ¶

¶
¶

CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: Christopher Witt

Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: Douglas Logan

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989
- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:


By: 

Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: 

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature:



Printed Name:

Christopher Witt

Date:

4/13/21

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: Christopher Witt

Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989
- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

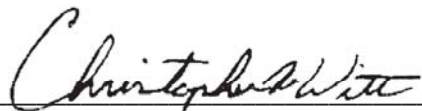
9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: 

Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: 

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

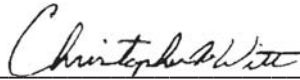
This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: 
Printed Name: Christopher Witt
Date: 4/13/21

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989
- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the “Audit”).
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the “Confidential Information”).
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

2.1 Components of the Agreement. The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.

2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.

2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989

- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL

CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict between the terms of this Master Agreement and the terms of any Statement of Work, the terms of the Statement of Work shall control.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue for twelve (12) months, or until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed and Expenses incurred through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered and Expenses incurred under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow at the Client’s sole expense in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services and Expenses in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the Commonwealth of Pennsylvania, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Contractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Client:

WAKE Technology Services, Inc.
117 West Gay Street, Suite 126
West Chester, PA 19380

Email: cwitt@waketsi.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 5th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Contractor will assist Client with the manual counting of approximately 2,300,000 ballots cast in Maricopa County, AZ. The counting will be limited to the 10 federal races in Maricopa County in the 2020 November election. The scope of services includes:

- Training of supplied staff on Contractor’s process for scanning, counting, tabulation, and aggregation
- Oversight and management of the scanning, counting, tabulation, paper inspection, and aggregation of approximately 2,300,000 ballots
- Provide and manage the paper examination for as many of the ballots as is possible in the allotted timeframe
- Ballot security
- Video streaming of the counting and aggregation areas
- Capturing of video of the counting tables in sufficient detail to see each ballot that is counted, and including capturing each tally sheet from each person at the end of every batch
- Maintaining chain of custody of all aspects of the project including ballot and tally sheet handling
- Provide specifications for the technology required to perform the ballot counting and video streaming

- Manage the daily process:
 - o Validation of the video feeds
 - o Daily offsite backups of all data to an approved location (dependent on provided Internet connectivity performance)
 - o Validation of laptop and server operation
 - o Check-in of all staff (includes temperature scanning)
 - o Support staff in executing the defined procedures
 - o Monitor staff for compliance and take appropriate actions
 - o Monitor and support the video and computing technology to maintain uptime
 - o Provide final tabulation data

All services provided pursuant to this proposal shall be conducted in a professional and secure manner. Contractor agrees to maintain an objective and unbiased viewpoint during the process.

3 TECHNICAL METHODOLOGY

Contractor will be utilizing its proprietary processes and methodologies to manage and oversee the manual counting of approximately 2,300,000 ballots in Maricopa County, AZ. The project will take place at an appropriate venue in Maricopa County, AZ suitable to house the effort.

Client is responsible to provide:

- Secure physical location to house the counting and tabulation teams
- The tables and chairs needed to support the counting stations (aka Modules), aggregation stations, temperature check table, personal storage area, ballot corral tables (2), Pod Managers tables, registration and exit / check out table and support staff, storage area for personal possessions of contractors performing work
- Approximately 252 staff members per day (126 per shift) to perform the counting, scanning, paper examination, tabulation, and support activities including alternate replacement staff
- Physical security staff and 24/7 security of the facility
- Minimum 1G wired Internet access

The solution is assembled based on these assumptions:

- Contractor will need access to counting location on April 19, 2021
- Ballots will be delivered to the counting location on or by April 22, 2021
- 2,300,000 ballots to be hand counted for the 10 federal races from November 2020
- Each counting station can process 8,000 ballots per shift
- All non-Consultant provided staff will be able to read and speak English
- The video will be streamed publicly in near real-time; The target delay is less than 15 minutes

4 PERSONNEL

Contractor will be providing 50 onsite resources in order to train, execute, and oversee the counting process. Additional offsite resources will be providing remote support for the team's activities.

5 DELIVERABLE MATERIALS

Contractor will place a digital copy of the ballot images on USB drives sealed within every ballot bag after those ballots go through the scanning process. Likewise, a digital copy of all paper inspection images will be sealed into every ballot bag that goes through paper examination.

Upon completion of the counting and paper examination processes, Contractor will return to an authorized representative all materials including ballot containers, envelopes, and any other documentation provided to Contractor by the State and/or County.

Contractor will provide Client the following:

- Images of all scanned ballots delivered in an electronic form acceptable to Client
- Chain of custody documents in electronic and paper form
- Records of all seals broken and replaced on the ballot containers
- All tally sheets produced by the Counters, signed by the Table Managers and Aggregators, in paper and electronic form
- All adjudication records in paper and electronic form
- Records of all ballots that Contractor deems questionable which includes a scanned copy of the ballot with any applicable findings from the Paper Examiners.
- Photos and Covid protocol testing records and questionnaires for all individuals entering the site
- Registration logs (enter and exit) in both paper and electronic format
- Copies of all badge images and supporting documentation
- Staff schedules and assignments
- Issue tracking logs for technical and security incidents
- Contractor NDA documents

6 COMPLETION CRITERIA

The project will be deemed complete when counting and tabulation of the provided Maricopa County ballots are finished, the items in Section 5. Deliverable Materials are satisfied, and those deliverables are reviewed and confirmed by the Client.

In addition, it is recognized that the End Client could have additional requests related to the final deliverables that may not clearly be laid out within this Agreement. As long as those requests are reasonable given the scope, and the data exists, the Contractor agrees to help provided the needed details that the End Client requests even if it goes beyond what is clearly outlined in this Agreement. Requests that are 5 manhours or less of total combined time to execute will be expected to be executed without any additional compensation to the Contractor. Anything above 5 aggregated manhours, the Contractor will be compensated at \$150 per hour.

7 FEES / TERMS OF PAYMENT

The charges for the Services listed in this Statement of Work are fixed at \$1,378,780. Approved Expenses will be over and above the Services costs and are estimated at \$218,105. The major expense categories are:

- Supplies = \$173,989
- Airfare = \$20,765
- Contractor staff background checks = \$6,125
- Site transportation = \$17,226

All expenses are estimated. Actual expenses will be closely tracked and reported. Receipts will be provided. Any deviation resulting in an increase in expenses above 5% of the listed amount will be preapproved by Client in writing.

Payments to Contractor for Contractor Services and Expenses will be made using the following schedule:

- \$145,000 upon execution of the Agreement
- \$355,000 on 4/16
- \$450,000 on 4/30
- \$500,000 at completion of onsite counting
- ~\$146,885 on Completion; Exact amount will be determined following the final expense audit

Contractor will also facilitate payment to non-Contractor staff provided through other sources. Contractor will inform Client of non-Contractor hours worked and Client will send Contractor the appropriate funds to pay non-Contractor staff plus \$0.025 per hour to cover Contractor overhead costs. The timeline for these payments will be determined by the Client.

8 TERM/PROJECT SCHEDULE

The project is as follows:

- April 19, 2021: Contractor Advance Team arrives onsite
- April 21, 2021: Balance of Contractor Team arrives onsite
- April 22, 2021: All Client provided staff receives training; Ballots delivered by the County
- April 23, 2021: Counting begins
- May 8, 2021: Anticipated end date with the provision to extend for five (5) additional days if ballot counting or paper examination is not complete

Client agrees that the work schedule described herein represents Contractor's current best estimate and is subject to possible change due to circumstances beyond Contractor's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that Contractor's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client management decisions, and the performance of Client personnel in meeting their obligations for this project and in accordance with this Statement of Work.

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the “Audit”).
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the “Confidential Information”).
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the audit that originated from the AZ Senate or the Maricopa County Board of Supervisors or their agents, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property. Methods, processes, and procedures created to capture, review and analyze the information provided and assembled for the AZ State Senate or the Maricopa County Board of Supervisors remains the intellectual property of the creating entities.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the _____ day of _____, 20__ (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and Cyfer LLC, a Delaware Limited Liability Company (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement." [Furthermore both parties agree that this agreement shall be governed by the laws of the Commonwealth of Virginia.](#)

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, "Exhibit 1-Form of Statement of Work", with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable

Commented [DL1]: It has no material change to the document if we call me the "Client" or if we call me the "Prime Contractor" its simply a legal definition used throughout the whole document.¶

¶ However, since other language was used elsewhere, and this wasn't universally applied; this creates ambiguity and problems across the document and places of confusion.

As a result I'm going to put it back the way it was and focus on the other changes.

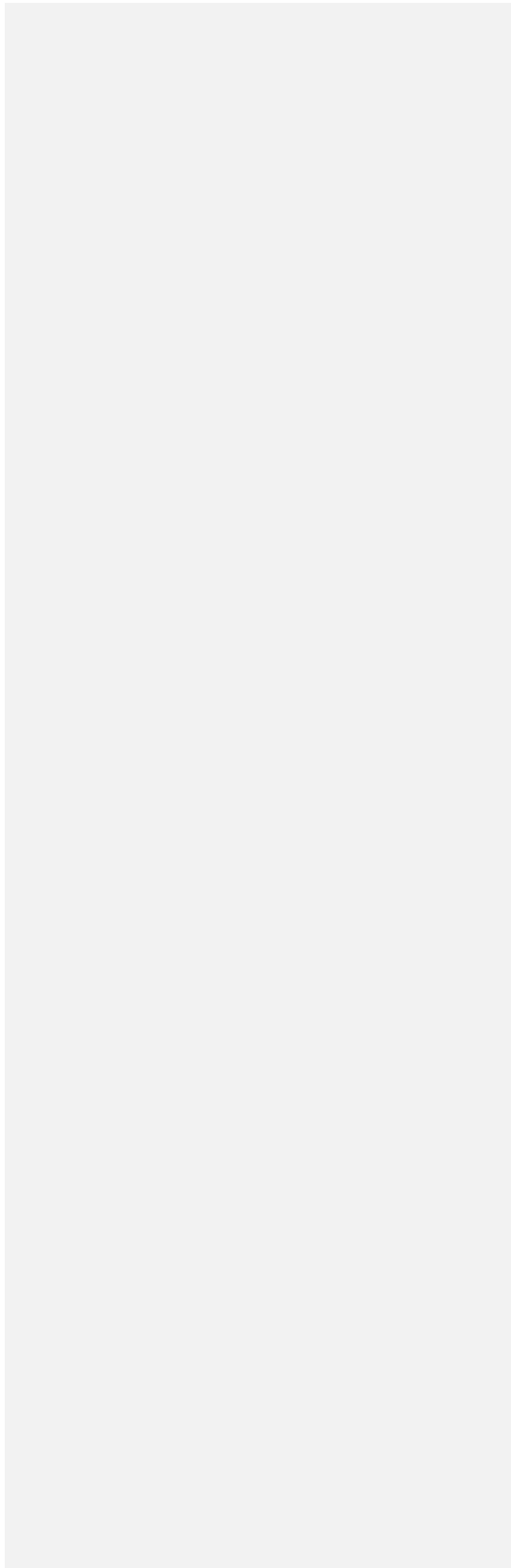
Commented [DL2]: This is covered in 13.2; but I'm half wondering if we actually need this to be in Arizona to match up with the interpretation of the laws of the main agreement.

Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the "Term").
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the "Service Term"). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are

reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.



4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by [Client’s or End](#) Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
 - 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for the Client or End Client's sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect,

consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

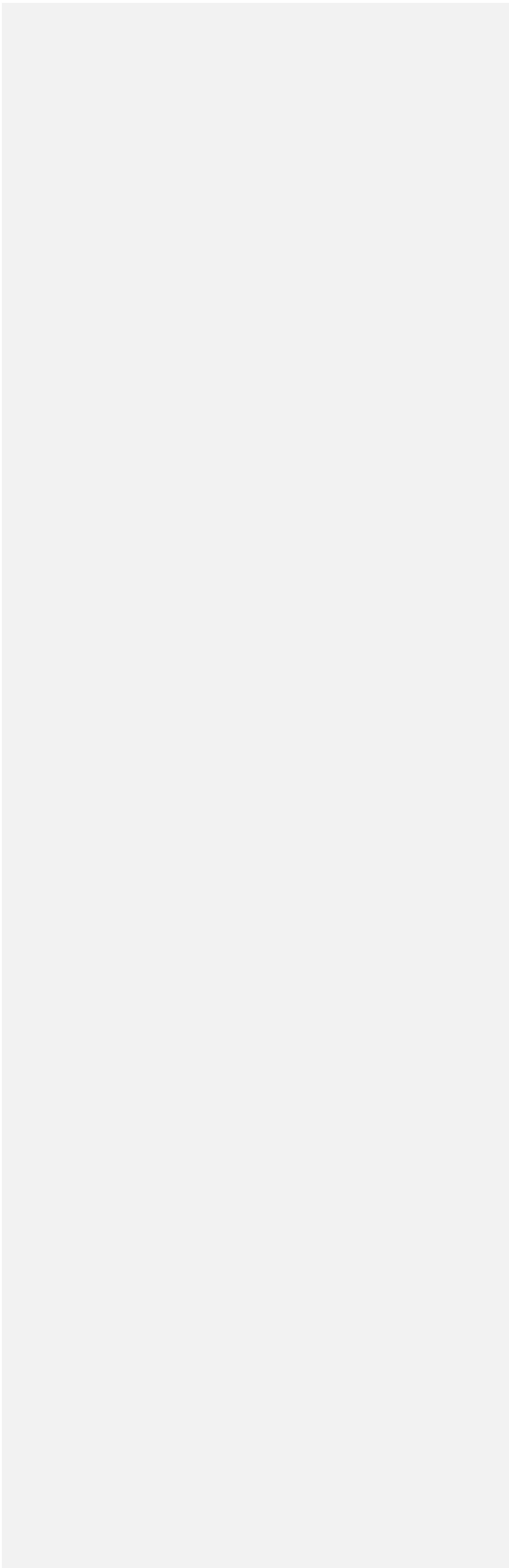
- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as "Designated Personnel") and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client's prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor's reasonable control or Designated Personnel's professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel's status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client's Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) all intellectual property of Client ("Client's Intellectual Property") that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client's Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client's Intellectual Property to perform the Services during the Term hereof. Contractor's permitted license to use the Client Data and Client's Intellectual Property is subject to the

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confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.



7.27.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the ~~defensed~~defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

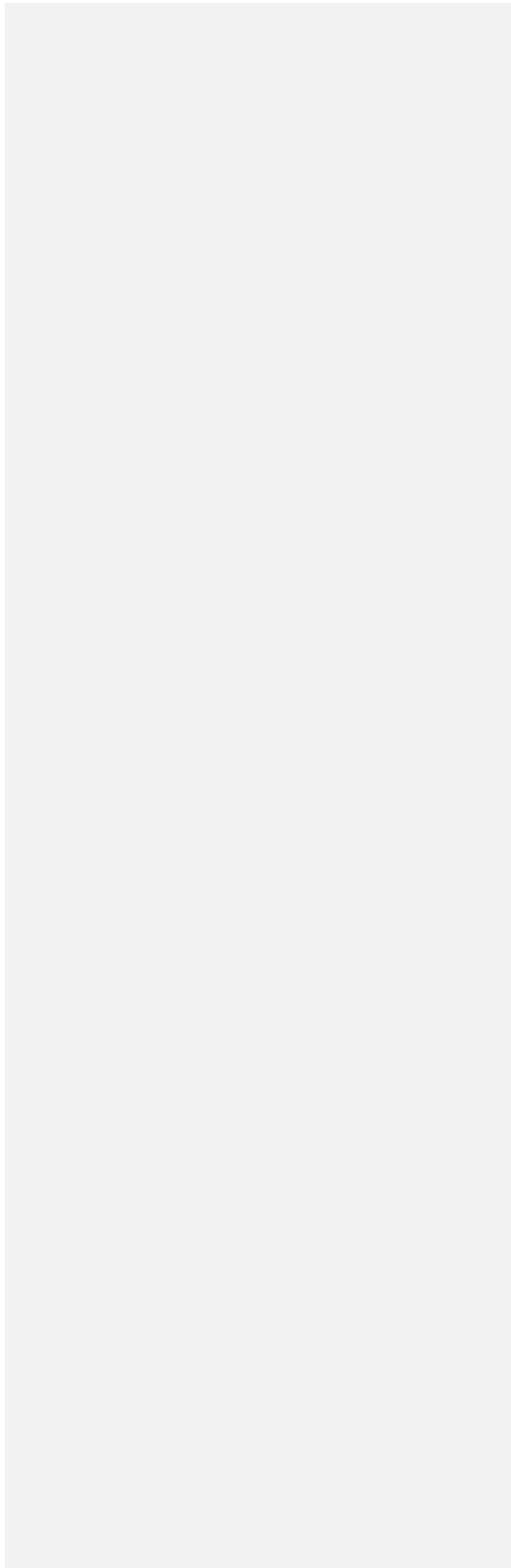
15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.



- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

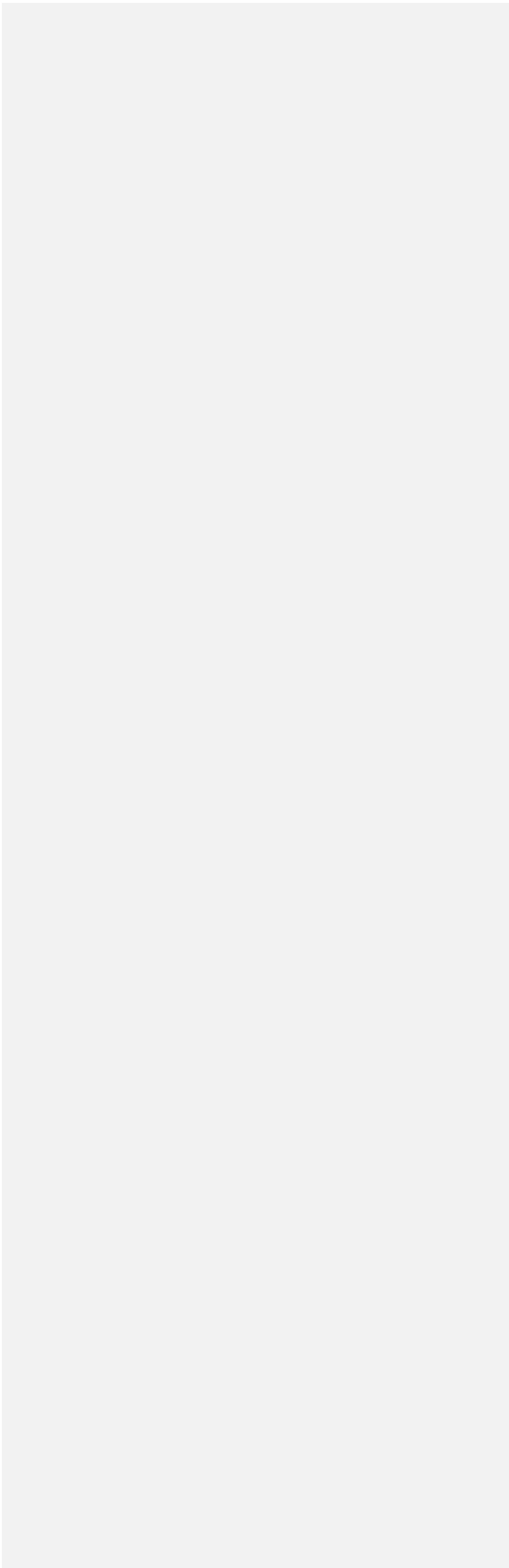
18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within ~~two~~ five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.



- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to ClientContractor:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractorlient:

Email: _____

Commented [DL3]: Needs a value

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Client Contractor: CyFIR, LLC

By: _____

Ben

Cotton

Title: _____

:Founder

Accepted by:

Client Contractor: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the _____ day of _____, 20__ (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement (the "Master Agreement") dated **[insert date]**, by and between Contractor and Client (collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement"). [This work will be performed for the Arizona Senate \(the "End Client"\).](#)

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1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.

- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:
 - 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
 - 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
 - 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
 - 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyze the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Sub Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.

5.2 Phase I Report detailing the chain of custody handling and imaging process.

5.3 Phase II Report detailing the results of the digital forensic analysis.

Commented [DL4]: Can you please provide a few additional details to the content or format of the report, or attach a sample report and cite it as an example?¶
¶
I'd like to get a better idea what this looks like so I can think through how / where it will go in the overall report.¶

I'm looking for a max of 4-5 bullet points, or a sample to reference.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client [and the End Client](#), and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at \$300.00 USD per hour for examiners and \$450.00 for Senior Examiners. Currently only on individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at \$550.00 USD per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Commented [DL5]: We'll revisit when you get that letter. Hopefully we can get it today.

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 18 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 7 June 2021

Report Delivery – 14 June 2021

Phase III

Start Date 15 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

////////////////////////////////////Rest of Page Intentionally Left Blank////////////////////////////////////

Commented [DL6]: It looks like this is 39 days. I thought you had said it was 30 days and when I asked you over the phone if that included report delivery you said "Yes".

We have a total of 47 days from the start to the end for the final report delivery. That long of a schedule was dictated by what I thought I understood from you.

16 days to acquire stuff, 30 days to analyse and report; 1 day for me to integrate what you give into the final report.

What do we need to do to speed this up a little bit? Is that possible?

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client Contractor: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 14th day of April 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR LLC, a Delaware Limited Liability Company (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s or End Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for the Client or End Client's sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect,

consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfill all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

CyFIR, LLC
ATTN: Legal
20130 Lakeview Center Plaza
Suite 120
Ashburn, VA 20147
Email: legal@cyfir.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: CyFIR, LLC

By: _____

Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 14th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated the 14th day of April, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”). This work will be performed for the Arizona Senate (the “End Client”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.

- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:
 - 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
 - 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
 - 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
 - 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyse the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.
- 5.2 Phase I Report detailing the chain of custody handling and imaging process.
- 5.3 Phase II Report detailing the results of the digital forensic analysis. Specifically this report will detail the following:
 - 5.3.1 Report IP addresses, both private and public, found on the devices (both allocated and unallocated). Specific IP addresses and the attribution of those addresses back to significant entities.
 - 5.3.2 Report Public internet activities.
 - 5.3.3 Report significant user activities
 - 5.3.4 Log activity that is indicative of remote user access
 - 5.3.5 Report malware or programs that allow remote access, both on the hard drive or active memory
 - 5.3.6 Report the state of security updates and posture of computing endpoints
 - 5.3.7 Report significant timeline of file creation, modified or access that would indicate malicious or unauthorized activity as it relates to the November 2020 election.
 - 5.3.8 Other items as requested by Client or End Client.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client and the End Client, and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at **\$300.00 USD** per hour for examiners and **\$450.00** for Senior Examiners. Currently only one individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at **\$550.00 USD** per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 17 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 1 June 2021

Report Delivery – 7 June 2021

Phase III

Start Date 8 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

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9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the “Audit”).
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the “Confidential Information”).
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 14th day of April 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR LLC, a Delaware Limited Liability Company (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s or End Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for the Client or End Client’s sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or

unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 Non-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

CyFIR, LLC
ATTN: Legal
20130 Lakeview Center Plaza
Suite 120
Ashburn, VA 20147

Email: legal@cyfir.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: CyFIR, LLC

By: _____
Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 14th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated the 14th day of April, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”). This work will be performed for the Arizona Senate (the “End Client”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.
- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:

- 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
- 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
- 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
- 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyse the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.
- 5.2 Phase I Report detailing the chain of custody handling and imaging process.
- 5.3 Phase II Report detailing the results of the digital forensic analysis. Specifically this report will detail the following:
 - 5.3.1 Report IP addresses, both private and public, found on the devices (both allocated and unallocated). Specific IP addresses and the attribution of those addresses back to significant entities.
 - 5.3.2 Report Public internet activities.
 - 5.3.3 Report significant user activities
 - 5.3.4 Log activity that is indicative of remote user access
 - 5.3.5 Report malware or programs that allow remote access, both on the hard drive or active memory
 - 5.3.6 Report the state of security updates and posture of computing endpoints
 - 5.3.7 Report significant timeline of file creation, modified or access that would indicate malicious or unauthorized activity as it relates to the November 2020 election.
 - 5.3.8 Other items as requested by Client or End Client.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client and the End Client, and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at **\$300.00 USD** per hour for examiners and **\$450.00** for Senior Examiners. Currently only one individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at **\$550.00 USD** per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 17 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 1 June 2021

Report Delivery – 7 June 2021

Phase III

Start Date 8 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

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9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 14th day of April 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR LLC, a Delaware Limited Liability Company (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s or End Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for the Client or End Client’s sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or

unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor’s Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor’s Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor’s Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor’s Intellectual Property and Client will take no actions which adversely affect Contractor’s Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

CyFIR, LLC
ATTN: Legal
20130 Lakeview Center Plaza
Suite 120
Ashburn, VA 20147

Email: legal@cyfir.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: CyFIR, LLC

By: Ben Cotton
Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: Douglas Logan
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 14th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated the 14th day of April, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”). This work will be performed for the Arizona Senate (the “End Client”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.
- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:

- 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
- 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
- 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
- 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyse the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.
- 5.2 Phase I Report detailing the chain of custody handling and imaging process.
- 5.3 Phase II Report detailing the results of the digital forensic analysis. Specifically this report will detail the following:
 - 5.3.1 Report IP addresses, both private and public, found on the devices (both allocated and unallocated). Specific IP addresses and the attribution of those addresses back to significant entities.
 - 5.3.2 Report Public internet activities.
 - 5.3.3 Report significant user activities
 - 5.3.4 Log activity that is indicative of remote user access
 - 5.3.5 Report malware or programs that allow remote access, both on the hard drive or active memory
 - 5.3.6 Report the state of security updates and posture of computing endpoints
 - 5.3.7 Report significant timeline of file creation, modified or access that would indicate malicious or unauthorized activity as it relates to the November 2020 election.
 - 5.3.8 Other items as requested by Client or End Client.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client and the End Client, and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at **\$300.00 USD** per hour for examiners and **\$450.00** for Senior Examiners. Currently only one individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at **\$550.00 USD** per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 17 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 1 June 2021

Report Delivery – 7 June 2021

Phase III

Start Date 8 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

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9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: Ben Cotton

Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By: Douglas Logan

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 14th day of April 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR LLC, a Delaware Limited Liability Company (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s or End Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 End Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for the Client or End Client’s sole use. The provision by Client or End Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or

unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month or at the conclusion of a statement of work. Upon completion of the Services as provided in a given Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client and End Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client and End Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor’s Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor’s Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor’s Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor’s Intellectual Property and Client will take no actions which adversely affect Contractor’s Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the End Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the End Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means an existing customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's existing Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within five (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

CyFIR, LLC
ATTN: Legal
20130 Lakeview Center Plaza
Suite 120
Ashburn, VA 20147

Email: legal@cyfir.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:


Contractor: CyFIR, LLC

By: _____
Ben Cotton

Title: Founder

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 14th day of April, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and CyFIR, LLC, a Delaware Limited Liability Company, with offices at 20130 Lakeview Center Plaza, Suite 120, Ashburn, VA 20147 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement (the “Master Agreement”) dated the 14th day of April, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”). This work will be performed for the Arizona Senate (the “End Client”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 The Subcontractor shall provide digital forensics preservation and analysis services to support the Maricopa County audit activities authorized by the Arizona State Senate.
- 2.2 CyFIR will advise End Client and Prime Contractor and provide professional services for issues relating to incident response, remote live computer analysis, computer forensics, electronic discovery and expert witness support as it relates to the Maricopa County audit activities.
- 2.3 CyFIR will provide Client with assistance in identifying possible sources of breaches, attack vectors, relevant electronic data, provide technical remediation advice of identified exposures, and offer guidance concerning the implementation of such requests.
- 2.4 CyFIR shall participate in possible legal processes, hearings and reporting as directed by the Prime Contractor associated with or stemming from the engagement.
- 2.5 CyFIR will maintain custody of the forensic data and images until all civil and/or criminal proceedings that may arise from the investigation are resolved for a nominal fee, at which time CyFIR will destroy the electronic evidence. Prime Contractor will keep CyFIR apprised of the status of the case and will notify CyFIR in writing when the case has been concluded.
- 2.6 The Prime Contractor shall provide the following to the Sub Contractor for the performance of the work:

- 2.6.1 Work space sufficient for 14 examiner workstations. These workspaces shall include at a minimum:
 - 2.6.1.1 One table
 - 2.6.1.2 One Chair
 - 2.6.1.3 One 7 slot power strip
 - 2.6.1.4 One power extension cord to examiner workspace
- 2.6.2 Evidence storage enclosure with securable entrance included in, but separate from the forensic work area.
- 2.6.3 Separation materials to create a workspace for the digital forensics team that is separate from the other audit activities. This workspace should have a controlled entrance.
- 2.6.4 Access to restrooms and potable water

3 TECHNICAL METHODOLOGY

- 3.1 Cyfir shall perform the services under this SOW in three phases:
 - 3.1.1 Phase I – Digital evidence preservation. All election related digital devices and storage media will be forensically preserved. These forensic images will be created using the industry standard Encase E01 image. Three copies of these digital forensic files will be created. One copy to maintain as primary best evidence, one copy for the Prime Contractor and one copy for digital forensic analysis.
 - 3.1.2 Phase II – Forensic Analysis of the evidence. Using court approved technologies, Sub Contractor shall analyse all forensic data for the following; operating system update status, security status of the systems, internet access, internet connectivity, remote access indicators, program execution timeline, and communications capabilities. Live forensic analysis will be performed by replicating the live state of devices with operating systems in order to monitor and analyse the running processes, network calls and user activity for indicators of remote access and malware software.
 - 3.1.3 Phase III – Reporting and Findings Presentation. Contractor shall produce a report for both Phase I and Phase II. Additionally, the Sub Contractor shall support oral presentations and testimony as directed/required.

4 PERSONNEL

All personnel supporting this effort shall have a full background check and be qualified to perform the duties assigned. Senior examiners shall be qualified as an expert witness at the federal judicial level.

5 DELIVERABLE MATERIALS

- 5.1 Three forensic copies of the digital evidence. One copy shall be provided to the Prime Contractor, one copy shall be maintained as best evidence, and one copy will be utilized to perform forensic analysis.
- 5.2 Phase I Report detailing the chain of custody handling and imaging process.
- 5.3 Phase II Report detailing the results of the digital forensic analysis. Specifically this report will detail the following:
 - 5.3.1 Report IP addresses, both private and public, found on the devices (both allocated and unallocated). Specific IP addresses and the attribution of those addresses back to significant entities.
 - 5.3.2 Report Public internet activities.
 - 5.3.3 Report significant user activities
 - 5.3.4 Log activity that is indicative of remote user access
 - 5.3.5 Report malware or programs that allow remote access, both on the hard drive or active memory
 - 5.3.6 Report the state of security updates and posture of computing endpoints
 - 5.3.7 Report significant timeline of file creation, modified or access that would indicate malicious or unauthorized activity as it relates to the November 2020 election.
 - 5.3.8 Other items as requested by Client or End Client.

6 COMPLETION CRITERIA

This engagement shall be deemed complete when all deliverables in SOW paragraph 5 have been accepted by the Client and the End Client, and the Client has notified the Sub Contractor that there is no longer a requirement to support expert witness or other verbal and written support following the presentation of the reports and findings.

7 FEES / TERMS OF PAYMENT

All time expended in matters relating to this Agreement will be billed to the Prime Contractor. CyFIR's fees are based on the amount of time spent providing the Services and other direct costs (ODC) associated with the engagement. These include, but may not be limited to, CyFIR licensing costs, application hosting costs and travel costs. While CyFIR may provide informal estimates of the amount of time necessary to perform the services described in this Agreement, Client understands that the actual time may vary considerably due to unforeseen complications and that no two incident response engagements, computer forensics examinations or e-Discovery cases are the same. Client understands that any informal estimate is not binding nor an all-inclusive cost for the engagement.

CyFIR computer forensics and incident response services are billed at **\$300.00 USD** per hour for examiners and **\$450.00** for Senior Examiners. Currently only one individual is planned to bill at the Senior Examiner rate. Trial testimony, depositions, or other sworn testimony will be billed at **\$550.00 USD** per hour with a three (3) hour minimum and must be paid in advance. Client agrees to pay CyFIR on such hourly basis for the Services. Driving mileage is billed at the rate published by the IRS (currently \$0.535 per mile).

Services billing is calculated in quarter-hour increments. Client also agrees to pay all incidental expenses reasonably incurred by CyFIR in connection with the Services, including but not limited to courier fees, travel expenses, shipping charges, disk or tape duplication, hosting costs, hard drives/media or other materials needed for the engagement at the cost of the expense.

Due to the unpredictable nature of Incident Response and computer forensic engagements, CyFIR will utilize fully reimbursable travel reservations to minimize change fee costs to the Client. Depending upon the engagement, and at the sole discretion of CyFIR, CyFIR will utilize the appropriate size of rental vehicles necessary to transport equipment and engagement related items.

An upfront retainer of **\$130,000.00** is required for this engagement. This shall be paid prior to the commencement of Phase I operations.

8 TERM/PROJECT SCHEDULE

Phase I

Start Date 29 March 2021

Advanced Party Arrival to Maricopa County 17 April 2021

Main Body Arrival to Maricopa County 19 April 2021

Preservation Operations 20 April to 2 May 2021

Imaging Finalization and Dissemination of Forensic Copies 3 May 2021

Travel Day for Return of Imaging Personnel – 4 May 2021

Phase II

Start Date 6 May 2021

Finish Analysis Date – 1 June 2021

Report Delivery – 7 June 2021

Phase III

Start Date 8 June 2021

End Date – TBD

Note: These dates may change due to legal challenges, evidence access issues or other situations outside of the control of CyFIR.

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9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc. and CyFIR, LLC, as part of their audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc., CyFIR, LLC and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc, CyFIR, LLC and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit. I acknowledge and agree that failure on my part shall cause irreputable harm to Cyber Ninjas, INC and CyFIR, LLC and that in the event of the breach of this NDA they are entitled to injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: _____
Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida corporation, (the "Client"), and 423 Catkins Maize, LLC, a Utah limited liability company and technology service provider (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.

- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate (the “Senate MSA”) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate (the “Senate SOW”), the Senate MSA and SOW shall govern.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in this Article 3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price

work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor fully as contracted.

3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default. In the event of termination for breach, the non-breaching party shall have all remedies provided by law.

3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) "End Client" shall mean the Arizona State Senate.
- (b) "Services" shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) "Work Product" shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services, pursuant to a Statement of Work. "Work Product" specifically excludes any of Contractor's Intellectual Property.
- (d) "Contractor's Intellectual Property" shall mean all of Contractor's rights, title and interest in and to the right to perform Contractor's particular Services, including, but not limited to patents and patents pending, all inventions, and derivatives thereof for the Contractor to exercise its Intellectual Property, including Contractor's technology skills, know-how,

expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, and computer programs including any source code or object code, patents, patents pending, patents in process, designs, non-report data maps, and procedures, developed by Contractor in connection with the performance of the Services hereunder.

(e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards

4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor in regular batches as needed by Contractor to performed its duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement on a timely basis to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.

- 4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.7 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- 4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client ("End Client"). The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not

entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client.

5 OWNERSHIP RIGHTS – USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the “Senate MSA”) attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA– Proprietary Rights, Sub-Section 7.3 .. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor’s report as

defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION – attached hereto.

- 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created are the property of the Client and its client as provided in the Senate MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposes for the purpose of reading and understanding the published reports of the Contractor.
- 5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA.
- 5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor’ s unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
- 5.5.a Client acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
- 5.5.b Furthermore, Client acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.
- 5.6 Client intends to use and include in reports to the End Client the Contractors Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the “Senate SOW”). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the

End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended.

- 5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor’s right to Contractor’s technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the “works made for hire” clause in Section 5.6 above shall not be retroactive and does not apply to any Contractor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor’s technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.
- 5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.
- 5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any

payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.

- 6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 6.3 **Payment Terms.** Before start of work, and part of the unique programming required to perform the services for the Client, Contractor shall be paid its total fixed fee.
- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data for Contractor's proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as "New Data". Contractor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

- 6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client's Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as created and facilitated by the Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.
- 6.7 **Contractor's Proprietary Rights.** Contractor owns all right, title and interest in and to the unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to Contractor's Intellectual Property or any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques used by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques solely for purposes of this Agreement. Client's permitted license to the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

- 7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the

Contractor's patents pending, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

7.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from

providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

- 7.3 **Injunction**. The Receiving Party agrees that breach of this Section 7 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.4 **Return**. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 7.5 **Third Party Hack**. Contractor shall not be liable for any breach of this Section 7 resulting from a hack or intrusion by a third party into Client's network or information technology systems.. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 7.6 **Retained Custody of Ballots**. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.
- 7.7 **Survival**. This Section 7 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 7 shall survive for as long as such Confidential Information remains in such party's possession.

8 NO SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the

party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

This section is deleted.

10 DATA PROTECTION

10.1 **Applicability.** This Article 10 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

10.2 **Definitions.** For purposes of this Article 10:

(a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.

(b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

10.3 **Contractor's Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's

complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

- 10.4 **Disclosures**. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 10.5 **Demonstrating Compliance**. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.6 **Liability and Costs**. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.1 **End Client Data**. Except as is required by Section 11.2, End Client Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client Data is required.
- 11.2 **Client's Intellectual Property and Confidential Information**. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as

it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

12 REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) **Organization; Power.** As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) **No Default.** Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) **Organization; Power.** As of the Effective Date congruent with the signing of this Agreement, Contractor (i) is a specific limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

12.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. However, certain aspects of Contractor's work and work product are unique and performed in accordance, reporting, and publishing standards established by the Contractor as outlined in Exhibit 1, Form of Statement of Work.
- (d) Contractor and its agents have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMINIFICATION OBLIGATIONS UNDER ARTICLE 15, IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 13, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 8, LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

15.1 **Mutual General Indemnity**. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

15.2 **Contractor Indemnity**. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable

and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

15.3 **Client Indemnity**. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation that (i) the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

15.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

15.5 This Article 15 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

16.1 Neither party can predict the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of any final empirical results. Once the Contractor's obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work other entities shall responsible for interpreting the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

17 FORCE MAJEURE

Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with

any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

- 17.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.1 **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.2 **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 18.3 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.4 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.5 **Cooperation in Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding

this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.

- 18.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 18.8 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 18.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

18.9 **No Third-Party Beneficiaries.** With the exception of the End Client, the Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

18.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Florida which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

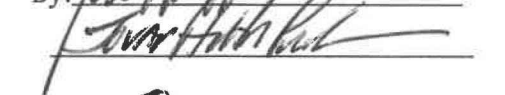
18.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: 


Title: 

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and 423 Catkins Maize, LLC, (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") [insert date] by and between Contractor and Client (collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- a. Comparative analysis report of the finding documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor - to the Kinematic Artifact Detection Analysis performed by the Contractor**
- (b) On-Site Analysis Report of Visual Findings**

- a. Our - as a third party- analysis of the findings documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor
- (c) Ballot Number Analysis Report**
 - a. Report on ballot sequencing events (if ballot numbers can be obtained) to discover any irregular processing and tally patterns - if they exist
- (d) Ballot Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detection analysis of the ballots imaged on-site and report on whether they meet the printing rhythm standards set for all elections, inclusion in out of sequence irregularities
- (e) Vote Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detections tallying of the votes represented on the image of the ballots
- (f) Texture and/or Fiber Analysis Report**
 - a. Overall report, based on the quality and integrity of the images provided by the client, as to the “data bin” analysis of the various textures and/or fiber patterns of the ballots. Used to ascertain how many different papers were potentially used to print the ballots
- (g) Frequency or Duplication Analysis Report**
 - a. Overall report on any and all duplicate ballots found and where those duplicate ballots occur within a frequency report. This report is designed to reveal batch loading and tallying of duplicated ballots with locked print rhythms
- (h) Ballot Format Analysis and Report**
 - a. Overall report of the sizing of the ballots and did they confirm with local, state and federal election standards
- (i) Mail-In Human Dynamics Analysis and Report**
 - a. Overall report detailing what votes were cast by human hand and what votes were cast by machine imprint. This report is to be checked against the mail in ballots and any spoils within those ballots. All mail-in ballots should be bycast by human hand. If not cast by human hand in mail-in ballots then only can be accounted for by legal spoiled ballot and any non human marked would be considered fraudulent

(j) Printer and Print Manufacture Variance Analysis Report

- a. Overall detection report based on the mechanical features of the ballots when they were legally printed (such as checking for folds and imprinting processes). Any legal mail-in ballot should reflect mechanical fold marks if it were to be legally mailed (unless it is a replacement spoiled ballot)

(k) Discrepancy Analysis and Report

- a. Charting and detailing all Kinematic Artifact Detection analysis and how they cross correlate to each other and what they disclose

(l) Independent Cross Confirming Forensic Analysis Report of Findings

- a. Third party independent review of specific samples and findings for cross confirmation from a Forensic Document Examination Review

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities

ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single



image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

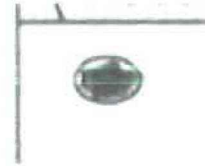
iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto

iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed

upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.



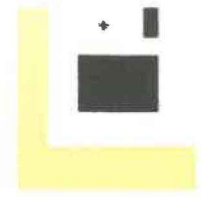
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

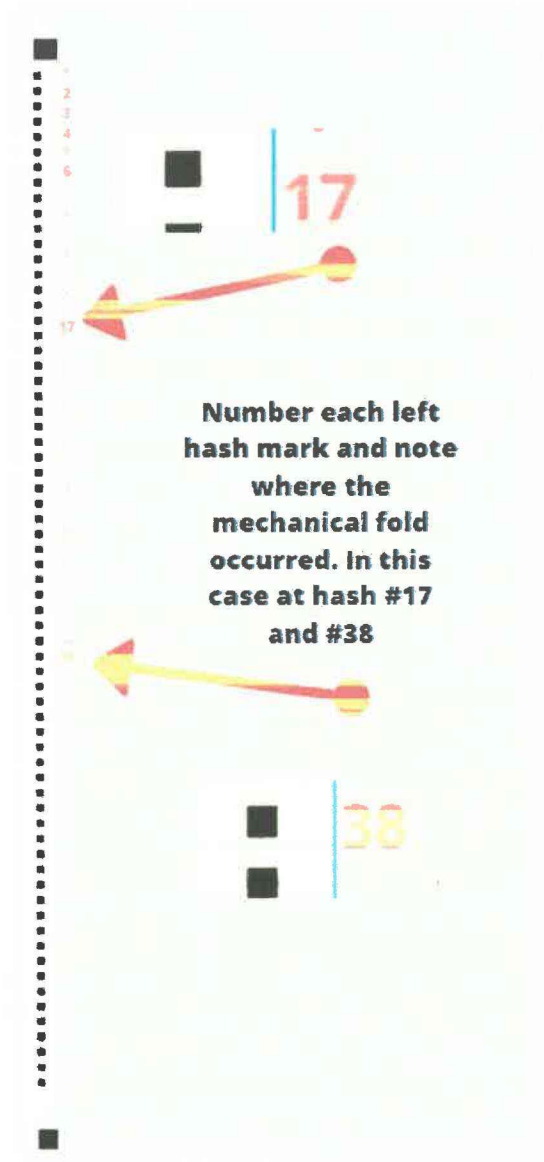
1. **1st High Magnification Capture is the DMI-V**
2. **2nd High Magnification Capture is the DMI-F**
3. **3rd High Magnification Capture is the DMI-C**
4. **OPTIONAL 4th High Magnification Capture is the DMI-UV**

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a “machine target area” for detailed analysis by computer vision. What we are looking for is where the “authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) On-Site Analysis Report of Visual Findings**
- (c) Ballot Number Analysis Report**
- (d) Ballot Cast Analysis Report**
- (e) Vote Cast Analysis Report**
- (f) Texture and/or Fiber Analysis Report**
- (g) Frequency or Duplication Analysis Report**
- (h) Ballot Format Analysis and Report**
- (i) Mail-In Human Dynamics Analysis and Report**
- (j) Printer and Print Manufacture Variance Analysis Report**
- (k) Discrepancy Analysis and Report**
- (l) Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

With discounts applied the total fee for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.

Terms are payment in full upon execution of the Agreement, i.e., \$210,000.00 (Two Hundred Ten Thousand Dollars.

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas

75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.

8 TERM/PROJECT SCHEDULE

ALL REPORTS FROM CONTRACTOR WILL BE DUE TO CLIENT NO LATER THAN THIRTY DAYS FROM THE DATE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF THE ARIZONA STATE SENATE EXTENDS THE DUE DATE FOR DELIVERY OF CLIENT'S REPORT UNDER THE SENATE MSA, THE DUE DATE FOR CONTRACTOR'S DELIVERY WILL BE EXTENDED THE SAME NUMBER OF DAYS.

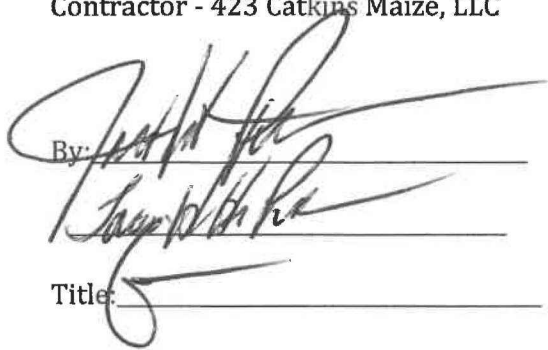
9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: 

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant



EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

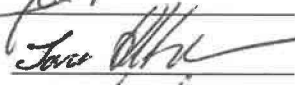
Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

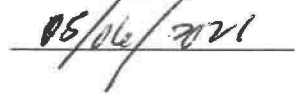
Signature:



Printed Name:



Date:



Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida corporation, (the "Client"), and 423 Catkins Maize, LLC, a Utah limited liability company and technology service provider (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.

- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate (the “Senate MSA”) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate (the “Senate SOW”), the Senate MSA and SOW shall govern.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in this Article 3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price

work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor fully as contracted.

3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default. In the event of termination for breach, the non-breaching party shall have all remedies provided by law.

3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) "End Client" shall mean the Arizona State Senate.
- (b) "Services" shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) "Work Product" shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services, pursuant to a Statement of Work. "Work Product" specifically excludes any of Contractor's Intellectual Property.
- (d) "Contractor's Intellectual Property" shall mean all of Contractor's rights, title and interest in and to the right to perform Contractor's particular Services, including, but not limited to patents and patents pending, all inventions, and derivatives thereof for the Contractor to exercise its Intellectual Property, including Contractor's technology skills, know-how,

expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, and computer programs including any source code or object code, patents, patents pending, patents in process, designs, non-report data maps, and procedures, developed by Contractor in connection with the performance of the Services hereunder.

(e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards

4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor in regular batches as needed by Contractor to performed its duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement on a timely basis to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.

- 4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.7 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- 4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client ("End Client"). The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not

entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client.

5 OWNERSHIP RIGHTS – USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the “Senate MSA”) attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA– Proprietary Rights, Sub-Section 7.3 .. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor’s report as

defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION – attached hereto.

- 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created are the property of the Client and its client as provided in the Senate MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposes for the purpose of reading and understanding the published reports of the Contractor.
- 5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA.
- 5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor’ s unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
 - 5.5.a Client acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
 - 5.5.b Furthermore, Client acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.
- 5.6 Client intends to use and include in reports to the End Client the Contractors Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the “Senate SOW”). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the

End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended.

- 5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor’s right to Contractor’s technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the “works made for hire” clause in Section 5.6 above shall not be retroactive and does not apply to any Contractor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor’s technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.
- 5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.
- 5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any

payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.

- 6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 6.3 **Payment Terms.** Before start of work, and part of the unique programming required to perform the services for the Client, Contractor shall be paid its total fixed fee.
- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data for Contractor's proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as "New Data". Contractor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

- 6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client's Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as created and facilitated by the Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.
- 6.7 **Contractor's Proprietary Rights.** Contractor owns all right, title and interest in and to the unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to Contractor's Intellectual Property or any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques used by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques solely for purposes of this Agreement. Client's permitted license to the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

- 7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the

Contractor's patents pending, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

7.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from

providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

- 7.3 **Injunction**. The Receiving Party agrees that breach of this Section 7 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.4 **Return**. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 7.5 **Third Party Hack**. Contractor shall not be liable for any breach of this Section 7 resulting from a hack or intrusion by a third party into Client's network or information technology systems.. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 7.6 **Retained Custody of Ballots**. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.
- 7.7 **Survival**. This Section 7 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 7 shall survive for as long as such Confidential Information remains in such party's possession.

8 NO SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the

party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

This section is deleted.

10 DATA PROTECTION

10.1 **Applicability.** This Article 10 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

10.2 **Definitions.** For purposes of this Article 10:

(a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.

(b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

10.3 **Contractor's Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's

complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

- 10.4 **Disclosures**. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 10.5 **Demonstrating Compliance**. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.6 **Liability and Costs**. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.1 **End Client Data**. Except as is required by Section 11.2, End Client Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client Data is required.
- 11.2 **Client's Intellectual Property and Confidential Information**. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as

it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

12 REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) **Organization; Power.** As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) **No Default.** Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) **Organization; Power.** As of the Effective Date congruent with the signing of this Agreement, Contractor (i) is a specific limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

12.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. However, certain aspects of Contractor's work and work product are unique and performed in accordance, reporting, and publishing standards established by the Contractor as outlined in Exhibit 1, Form of Statement of Work.
- (d) Contractor and its agents have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMINIFICATION OBLIGATIONS UNDER ARTICLE 15, IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 13, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 8, LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

- 15.1 **Mutual General Indemnity**. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.
- 15.2 **Contractor Indemnity**. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable

and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

15.3 **Client Indemnity**. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation that (i) the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

15.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

15.5 This Article 15 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

16.1 Neither party can predict the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of any final empirical results. Once the Contractor's obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work other entities shall responsible for interpreting the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

17 FORCE MAJEURE

Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with

any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

- 17.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.1 **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.2 **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 18.3 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.4 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.5 **Cooperation in Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding

this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.

- 18.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 18.8 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 18.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

18.9 **No Third-Party Beneficiaries.** With the exception of the End Client, the Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

18.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Florida which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

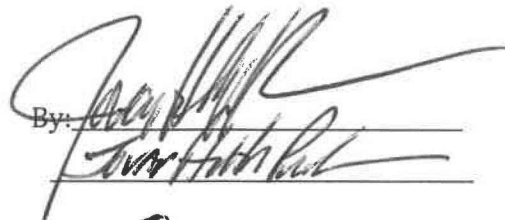
18.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: 

Title: 

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 6th day of May, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and 423 Catkins Maize, LLC, (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") [insert date] by and between Contractor and Client (collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- a. Comparative analysis report of the finding documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor - to the Kinematic Artifact Detection Analysis performed by the Contractor**
- (b) On-Site Analysis Report of Visual Findings**

- a. Our - as a third party- analysis of the findings documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor
- (c) Ballot Number Analysis Report**
 - a. Report on ballot sequencing events (if ballot numbers can be obtained) to discover any irregular processing and tally patterns - if they exist
- (d) Ballot Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detection analysis of the ballots imaged on-site and report on whether they meet the printing rhythm standards set for all elections, inclusion in out of sequence irregularities
- (e) Vote Cast Analysis Report**
 - a. Overall report of the Kinematic Artifact Detections tallying of the votes represented on the image of the ballots
- (f) Texture and/or Fiber Analysis Report**
 - a. Overall report, based on the quality and integrity of the images provided by the client, as to the “data bin” analysis of the various textures and/or fiber patterns of the ballots. Used to ascertain how many different papers were potentially used to print the ballots
- (g) Frequency or Duplication Analysis Report**
 - a. Overall report on any and all duplicate ballots found and where those duplicate ballots occur within a frequency report. This report is designed to reveal batch loading and tallying of duplicated ballots with locked print rhythms
- (h) Ballot Format Analysis and Report**
 - a. Overall report of the sizing of the ballots and did they confirm with local, state and federal election standards
- (i) Mail-In Human Dynamics Analysis and Report**
 - a. Overall report detailing what votes were cast by human hand and what votes were cast by machine imprint. This report is to be checked against the mail in ballots and any spoils within those ballots. All mail-in ballots should be bycast by human hand. If not cast by human hand in mail-in ballots then only can be accounted for by legal spoiled ballot and any non human marked would be considered fraudulent

(j) Printer and Print Manufacture Variance Analysis Report

- a. Overall detection report based on the mechanical features of the ballots when they were legally printed (such as checking for folds and imprinting processes). Any legal mail-in ballot should reflect mechanical fold marks if it were to be legally mailed (unless it is a replacement spoiled ballot)

(k) Discrepancy Analysis and Report

- a. Charting and detailing all Kinematic Artifact Detection analysis and how they cross correlate to each other and what they disclose

(l) Independent Cross Confirming Forensic Analysis Report of Findings

- a. Third party independent review of specific samples and findings for cross confirmation from a Forensic Document Examination Review

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities

ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single



image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

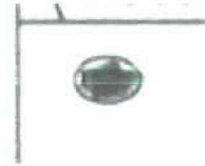
iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto

iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed

upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.



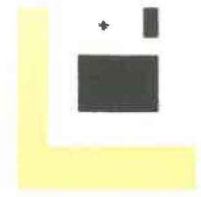
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

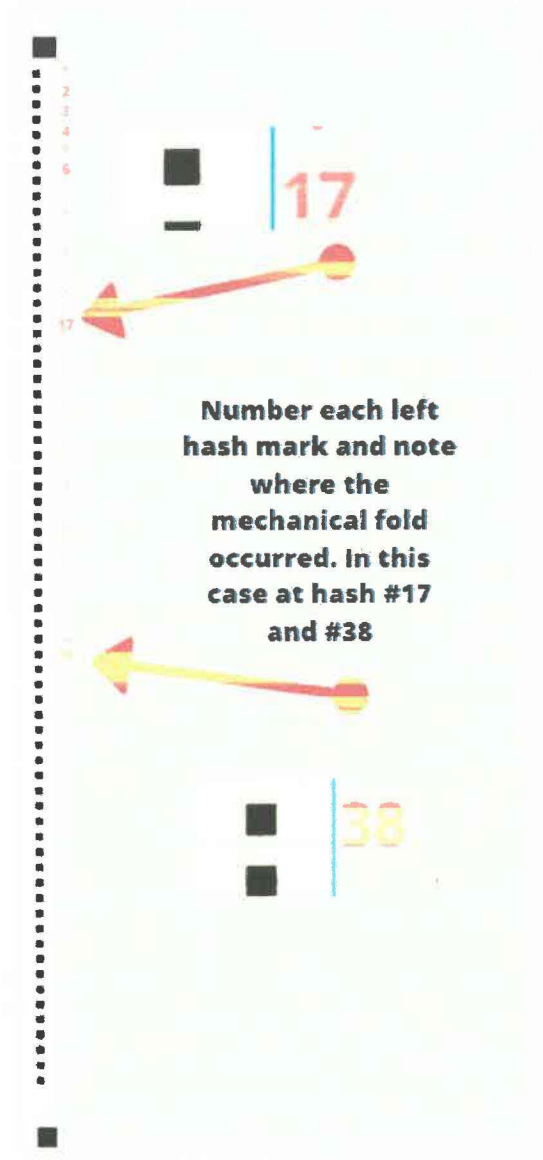
1. **1st High Magnification Capture is the DMI-V**
2. **2nd High Magnification Capture is the DMI-F**
3. **3rd High Magnification Capture is the DMI-C**
4. **OPTIONAL 4th High Magnification Capture is the DMI-UV**

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a “machine target area” for detailed analysis by computer vision. What we are looking for is where the “authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) **On-Site Analysis Report of Visual Findings**
- (c) **Ballot Number Analysis Report**
- (d) **Ballot Cast Analysis Report**
- (e) **Vote Cast Analysis Report**
- (f) **Texture and/or Fiber Analysis Report**
- (g) **Frequency or Duplication Analysis Report**
- (h) **Ballot Format Analysis and Report**
- (i) **Mail-In Human Dynamics Analysis and Report**
- (j) **Printer and Print Manufacture Variance Analysis Report**
- (k) **Discrepancy Analysis and Report**
- (l) **Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

With discounts applied the total fee for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.

Terms are payment in full upon execution of the Agreement, i.e., \$210,000.00 (Two Hundred Ten Thousand Dollars.

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas

75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.

8 TERM/PROJECT SCHEDULE

ALL REPORTS FROM CONTRACTOR WILL BE DUE TO CLIENT NO LATER THAN THIRTY DAYS FROM THE DATE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF THE ARIZONA STATE SENATE EXTENDS THE DUE DATE FOR DELIVERY OF CLIENT'S REPORT UNDER THE SENATE MSA, THE DUE DATE FOR CONTRACTOR'S DELIVERY WILL BE EXTENDED THE SAME NUMBER OF DAYS.

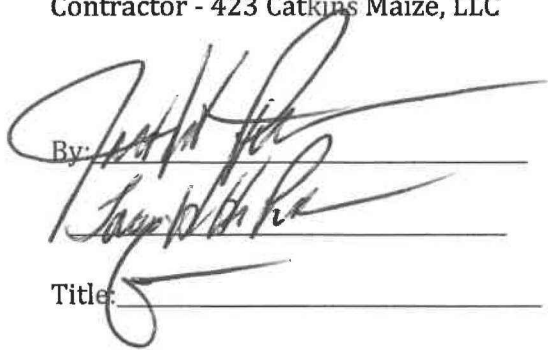
9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: 

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By:  _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

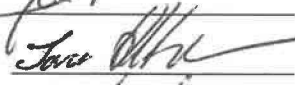
Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

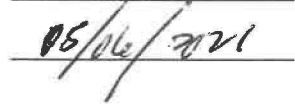
Signature:



Printed Name:



Date:



1 STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 22nd day of May, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].
- 1.4 Former Independent Contractor. Shall be determined to mean any independent contractor that had a direct Contract with the Contractor to perform work for the Maricopa County Election Audit on a 1099 basis, and performed such work over the last 45 days. This independent contractor may or may not have continued contracts being engaged with the Contractor.

2 SCOPE & SERVICES DESCRIPTION

Contractor and Client have been engaged in a prior Statement of Work that is related to the execution of the Maricopa election audit. That Statement of Work has reached its End Date, and due to a combination of increased expenses due to usage of out-of-state resources, and significant health issues among Contractor’s management; Contractor and Client have decided not to extend the end-date even though the related work is ongoing.

To support the continued execution of this project, the Contractor and Client recognize that certain individuals originally engaged by the Contractor may need to be utilized in order to serve in critical skilled roles, or in order to train their replacements before additional resources can be found.

To allow this to happen, while also ensuring that the Contractor is properly compensated for resources that were originally found by the Contractor, the Contractor and the Client agree:

- The Contractor will be compensated at the rate of \$5 per billable hour for any Former Independent Contractor that is further engaged directly by the Client or its sub-contractors.
 - The Client will be responsible for informing all sub-contractors of this agreement and supplying a list of names where this should apply, as provided by the Contractor.
 - If the work is done at a fixed-price basis where the number of hours is unclear, a rate of \$100 p/h will be assumed on the fixed price amount when determining the number of hours that must be compensated.
- If the above compensation is provided to the Contractor for all hours billed directly by the Former Independent Contractor, the Contractor will release all parties from any non-compete or similar obligations that would otherwise prevent the Former Independent Contractor from being engaged for the work.

For the sake of clarity; it is recognized that the Contractor has hired some individuals who were originally found and vetted by the company, Stratech. The Contractor agrees that any non-compete or similar provisions that might have been signed by these individuals; should not prevent Stratech from hiring these individuals back; and agrees to fully release these individuals from any non-compete provisions that could be interpreted as not allowing them to work for Stratech. It is understood there will be no compensation for these individuals, since it was Stratech that extended the time and energy to find and vet these individuals.

To support the above provisions, and to avoid any confusion as to whether these provisions should apply or not; the Contractor will supply a complete list of the names of all Former Independent Contractor's to the Client by 5/26. Anyone who worked as part of the Maricopa Election Audit and is not on that list will not be eligible for compensation to the Contractor under this agreement, but the Contractor still agrees to release them from any non-compete or similar provisions that would otherwise prevent them from working on the Maricopa Election Audit by the Client or its sub-contractors.

3 DELIVERABLE MATERIALS

Contractor will provide a complete list of all Former Independent Contractor. This list shall be provided no later than end-of-day 5/26/2021.

4 FEES / TERMS OF PAYMENT

The Contractor will be compensated on a payment schedule according to the terms in the Master Agreement. Fees under this agreement will not be deemed earned until the point where the Client or its subcontractors have an obligation to pay the Former Independent Contractor.

In the event that the Former Independent Contractor has a dispute with the Contractor related to prior obligations by the Contractor for payment and this is made known to the Client; the Client at its discretion may choose to put these payments an escrow account until the Client is informed that dispute is resolved.

5 TERM

This agreement will start immediately and will continue for a year from this date.

6 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 28th day of July, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and EchoMail, Inc., a Delaware Corporation (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, "Exhibit 1-Form of Statement of Work", with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the "Term").
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the "Service Term"). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

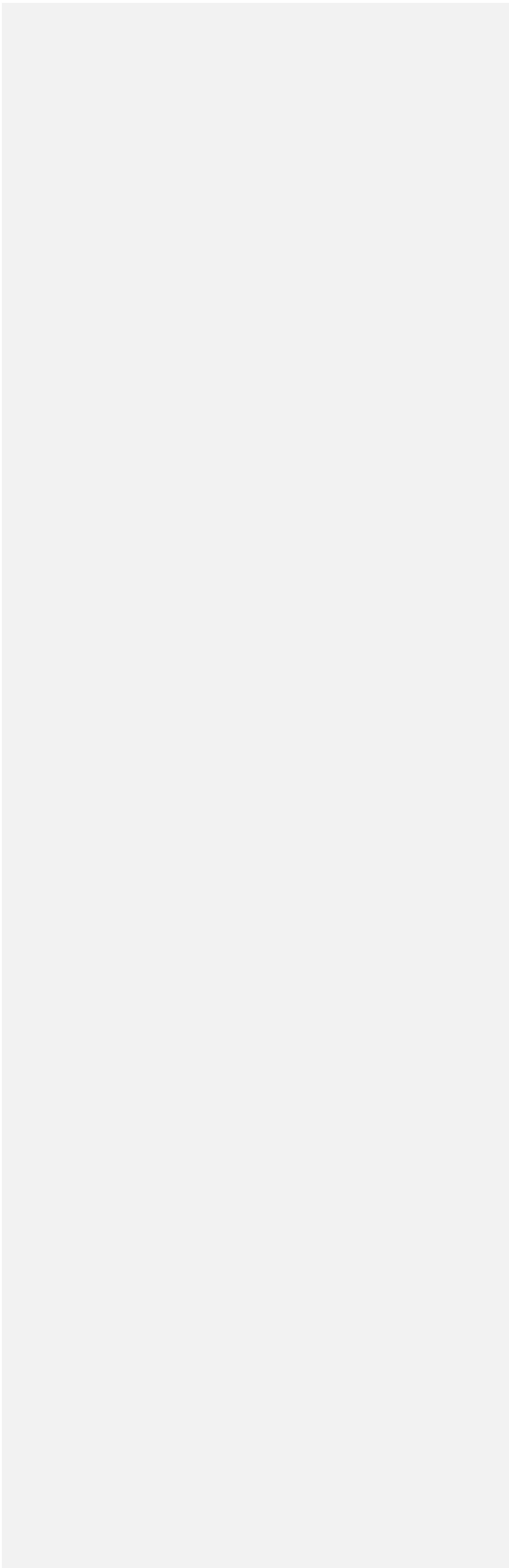
6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as "Designated Personnel") and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client's prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor's reasonable control or Designated Personnel's professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel's status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client's Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) all intellectual property of Client ("Client's Intellectual Property") that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client's Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client's Intellectual Property to perform the Services during the Term hereof. Contractor's permitted license to use the Client Data and Client's Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.



7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 Non-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

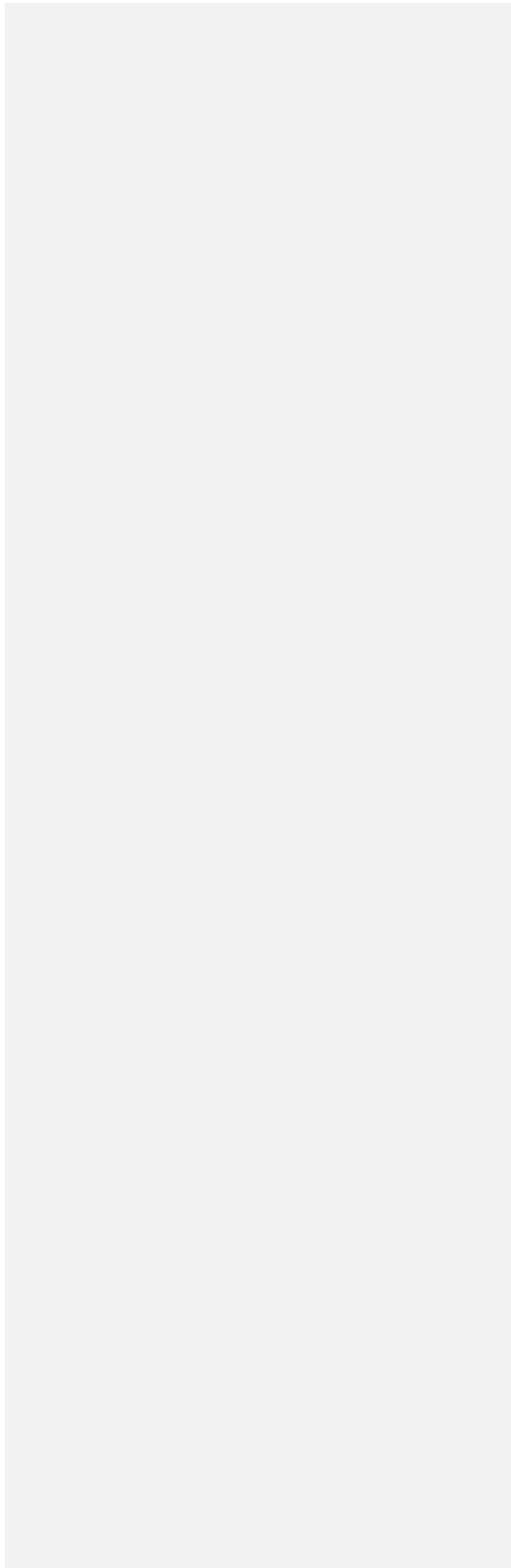
15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.



- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

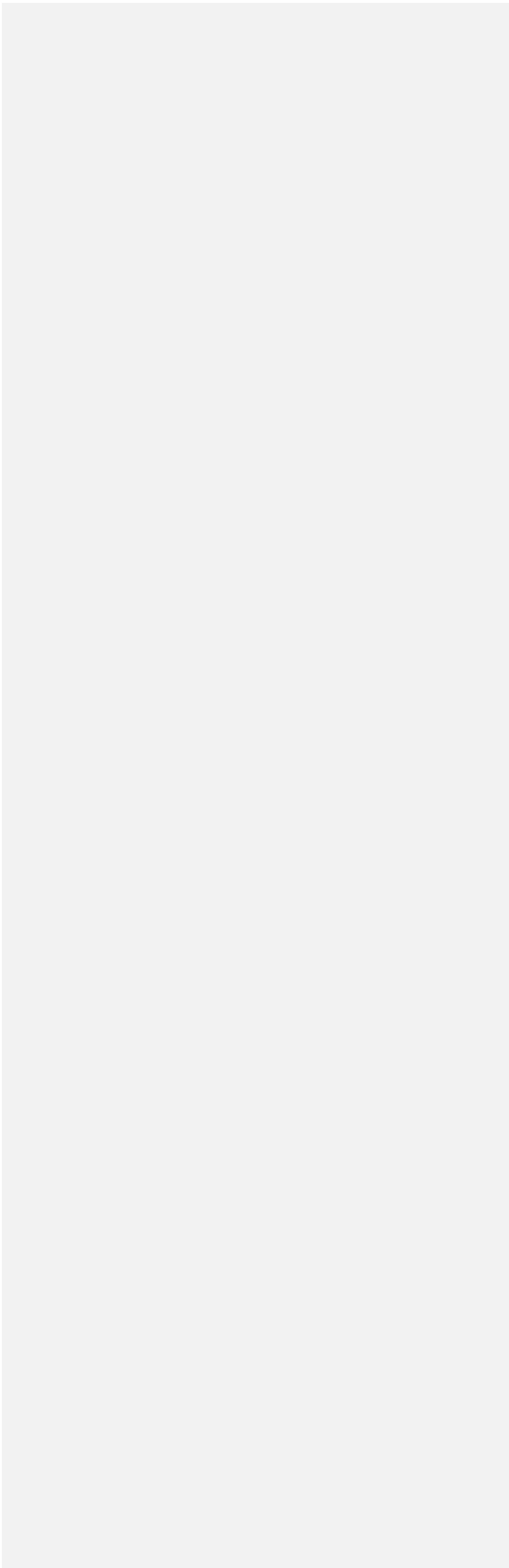
18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.



- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 28th day of July, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and EchoMail, Inc., a Delaware Corporation (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records ("CVR") by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records ("CVR") by Dominion for each ballot image; and,
- 3) Meta data for each ballot image type; and,
- 4) PDF Examples Ballot Image examples of each ballot image type

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;

- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY

- 4) Store results in relational database for reporting and analysis
 - 4)a. All results will be tallied to the batch level allowing easy tallying of the results.

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4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – November 31, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:
Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai
Title: Chairman & CEO

Accepted by:
Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan
Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: Dr.Shiva Ayyadurai
Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records (“CVR”) by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. “Batch level” is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – ~~November 31~~ August 20, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the "Master Agreement") is entered into as of the 28th day of July, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and EchoMail, Inc., a Delaware Corporation (the "Contractor"). Client and Contractor are referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor's consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the "Agreement."

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, "Exhibit 1-Form of Statement of Work", with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the "Term").
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the "Service Term"). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the "Acceptance Criteria") stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.

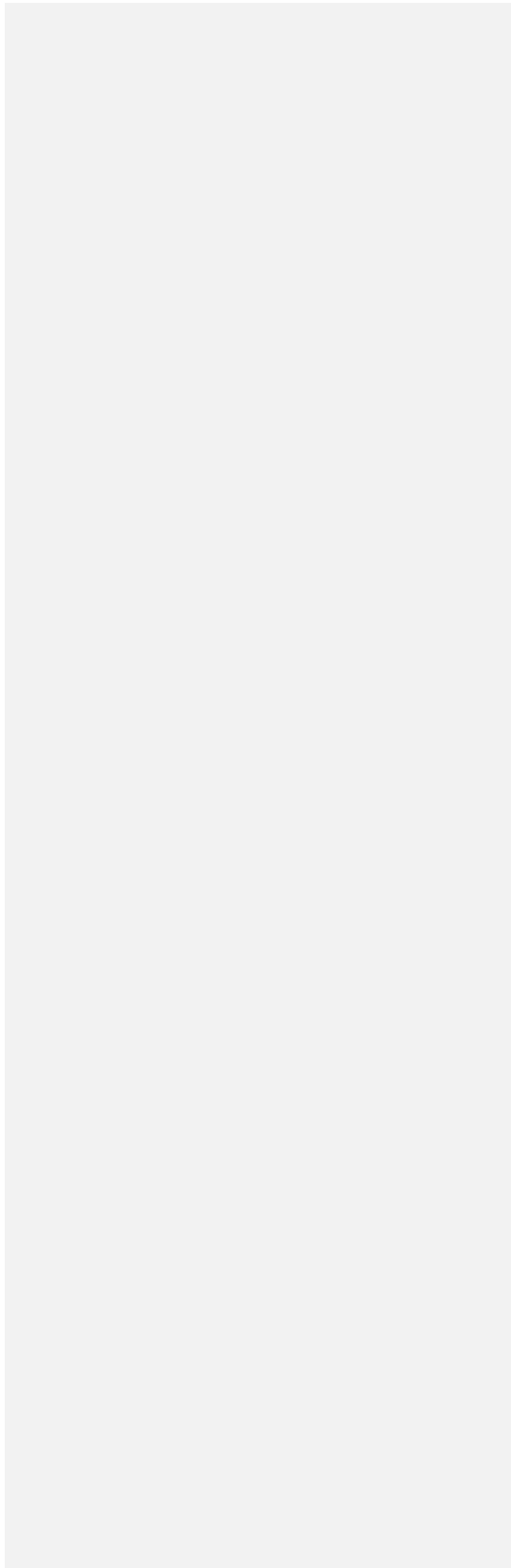
6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.



7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 Non-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

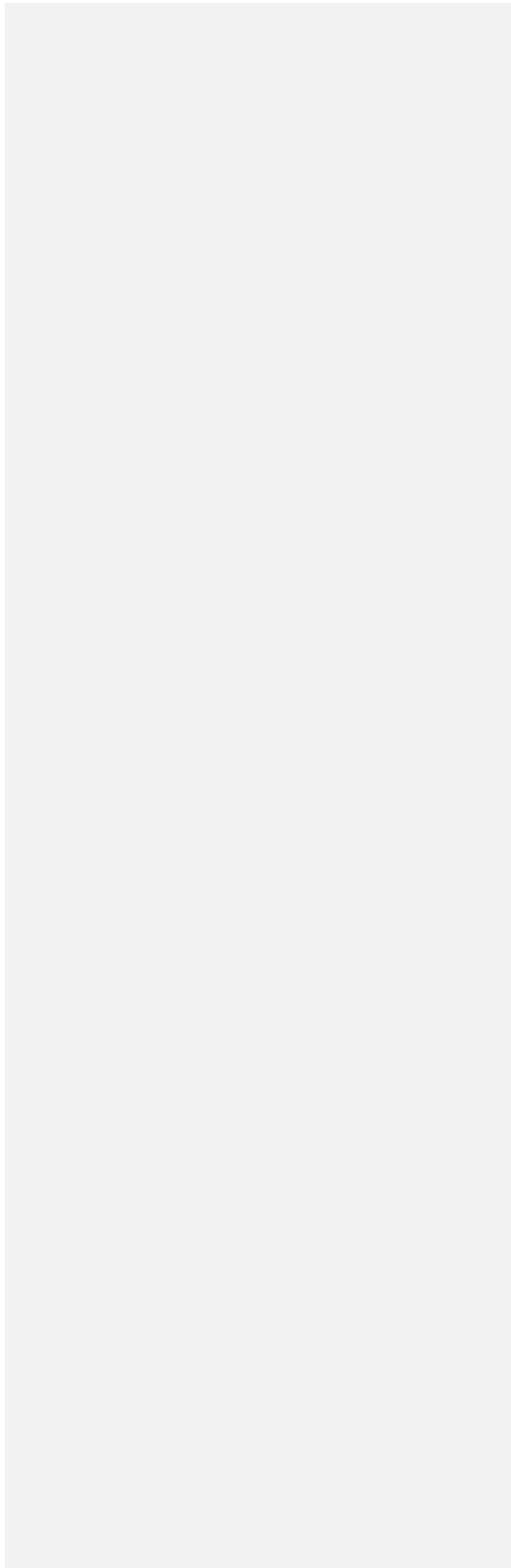
15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or willful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.



- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

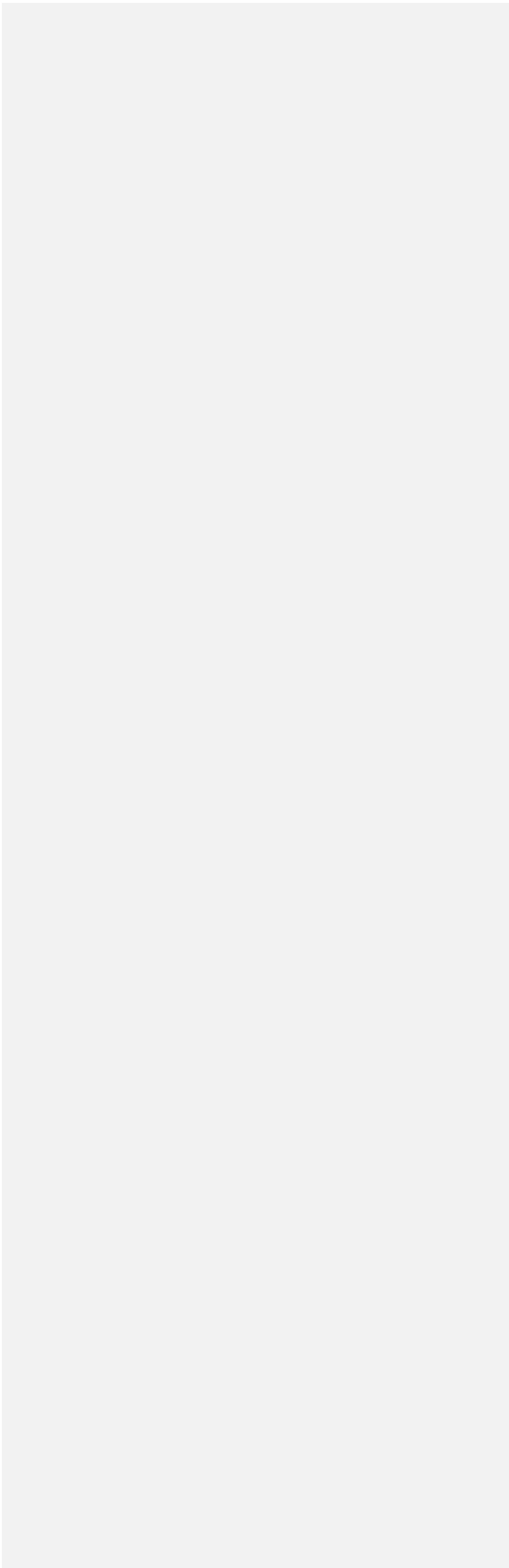
18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.



- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, "Dispute" and collectively "Disputes"). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties' respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute ("Five-Day Meeting").

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is effective as of as of the 28th day of July, 2021 (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and EchoMail, Inc., a Delaware Corporation (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records ("CVR") by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records ("CVR") by Dominion for each ballot image; and,
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will be organized by their ballot type will have their ballot type in the CVR

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Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - a.b. "Batch level" is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – November 31, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr.Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation

- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: Dr.Shiva Ayyadurai
Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special,

exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the

confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 No SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor' performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such

claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
- b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records (“CVR”) by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. “Batch level” is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – August 20, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the “Audit”).
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the “Confidential Information”).
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records (“CVR”) by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. “Batch level” is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA

Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – ~~November 31~~ August 20, 2021

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____

Dr.Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____
Printed Name: Dr.Shiva Ayyadurai
Date: 07/28/2021

Wake Technologies Services Inc (Contractor for Cyber Ninjas).

BALLOT COUNTERS SERVICES AGREEMENT

(A completed W-9 must accompany this form)

Name of Ballot Counter: SSN or Fed I.D. #:

Street Address:

Contract Start Date: 04/22/2021 Contract Amount: \$15.00 per hour

Description of Service: Assist in the counting and auditing of ballots in a secure facility.

- Engagement of Ballot Counter.** Wake Technologies Services Inc ("WAKE TSI"), hereby engages Ballot Counter and Ballot Counter hereby agrees that commencing on the Contract Start Date Ballot Counter shall provide ballot counting services on such days and times and following such protocols and instructions as determined by WAKE TSI. Ballot Counter understands that this is a short-term engagement, and that this Agreement may be terminated by WAKE TSI at any time in WAKE TSI's discretion.
- Compensation.** WAKE TSI shall pay Ballot Counter for services at a rate of \$15.00 per hour. Such compensation shall be paid at the end of the counting. At the end of the calendar year, WAKE TSI will issue an IRS Form 1099 to Ballot Counter, and Ballot Counter shall be responsible for making all required tax payments.
- Independent Contractor Status; Authority.** The relationship of Ballot Counter to WAKE TSI is that of an independent contractor, and not an agent, servant or employee of WAKE TSI. Nothing in this Agreement shall be construed to imply that Ballot Counter or its agents or employees are officers or employees of WAKE TSI. Ballot Counter shall not be authorized to enter into any contracts, agreements or understandings on behalf of WAKE TSI without the prior written consent of WAKE TSI except as specifically provided for herein.
- Confidentiality.** In connection with the services performed pursuant to the terms of this Agreement, Ballot Counter will have access to highly sensitive information. Accordingly, Ballot Counter has executed a Nondisclosure Agreement. In addition, Ballot Counter agrees to keep the terms of this Agreement confidential and not to disclose them to any third party.
- Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Each of the parties hereto consents to such jurisdiction for the enforcement of this Agreement and matters pertaining to the transaction and activities contemplated hereby.
- Complete Agreement.** This Agreement supersedes any and all agreements, either oral or in writing, between Ballot Counter and WAKE TSI with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party and that no oral agreements or understandings between the parties shall be binding upon them.
- Code of Conduct.** Ballot Counter agrees to abide by the conduct policies of WAKE TSI, as established from time to time. WAKE TSI reserves the right to revise its conduct policies at any time. Such policies include, but are not limited to, the following: (i) masks and COVID protocols must be followed at all times; (ii) any clothing worn in the counting facility must not include any political messaging; (iii) Ballot Counters may not bring anything into the ballot counting facility other than the clothes they are wearing (all cell phones, bags or any items must be left outside); (iv) Ballot Counters must not be disruptive to the process in any way or to other individuals involved in the process; (v) Ballot Counters must keep any talking in the counting facility to a minimum in order to avoid disruption and maximize efficiency; and (vi) Ballot Counters must be impartial in their work and count ballots fairly and accurately.

Print Name

WAKE TSI Representative Approval

Signature

Signature

Date



Wake Technologies Services Inc (Contractor for Cyber Ninjas).

BALLOT COUNTERS SERVICES AGREEMENT

(A completed W-9 must accompany this form)

Name of Ballot Counter:

SSN or Fed I.D. #:

Street Address:

Contract Start Date: 04/22/2021

Contract Amount: \$15.00 per hour

Description of Service: Assist in the counting and auditing of ballots in a secure facility.

- Engagement of Ballot Counter.** Wake Technologies Services Inc ("WAKE TSI"), hereby engages Ballot Counter and Ballot Counter hereby agrees that commencing on the Contract Start Date Ballot Counter shall provide ballot counting services on such days and times and following such protocols and instructions as determined by WAKE TSI. Ballot Counter understands that this is a short-term engagement, and that this Agreement may be terminated by WAKE TSI at any time in WAKE TSI's discretion.
- Compensation.** WAKE TSI shall pay Ballot Counter for services at a rate of \$15.00 per hour. Such compensation shall be paid at the end of the counting. At the end of the calendar year, WAKE TSI will issue an IRS Form 1099 to Ballot Counter, and Ballot Counter shall be responsible for making all required tax payments.
- Independent Contractor Status; Authority.** The relationship of Ballot Counter to WAKE TSI is that of an independent contractor, and not an agent, servant or employee of WAKE TSI. Nothing in this Agreement shall be construed to imply that Ballot Counter or its agents or employees are officers or employees of WAKE TSI. Ballot Counter shall not be authorized to enter into any contracts, agreements or understandings on behalf of WAKE TSI without the prior written consent of WAKE TSI except as specifically provided for herein.
- Confidentiality.** In connection with the services performed pursuant to the terms of this Agreement, Ballot Counter will have access to highly sensitive information. Accordingly, Ballot Counter has executed a Nondisclosure Agreement. In addition, Ballot Counter agrees to keep the terms of this Agreement confidential and not to disclose them to any third party.
- Governing Law and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Each of the parties hereto consents to such jurisdiction for the enforcement of this Agreement and matters pertaining to the transaction and activities contemplated hereby.
- Complete Agreement.** This Agreement supersedes any and all agreements, either oral or in writing, between Ballot Counter and WAKE TSI with respect to the subject matter contained herein. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by either party and that no oral agreements or understandings between the parties shall be binding upon them.
- Code of Conduct.** Ballot Counter agrees to abide by the conduct policies of WAKE TSI, as established from time to time. WAKE TSI reserves the right to revise its conduct policies at any time. Such policies include, but are not limited to, the following: (i) masks and COVID protocols must be followed at all times; (ii) any clothing worn in the counting facility must not include any political messaging; (iii) Ballot Counters may not bring anything into the ballot counting facility other than the clothes they are wearing (all cell phones, bags or any items must be left outside); (iv) Ballot Counters must not be disruptive to the process in any way or to other individuals involved in the process; (v) Ballot Counters must keep any talking in the counting facility to a minimum in order to avoid disruption and maximize efficiency; and (vi) Ballot Counters must be impartial in their work and count ballots fairly and accurately.

Print Name

WAKE TSI Representative Approval

Signature

Signature

Date

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and 423 Catkins Maize, LLC, a technology service provider (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this

Agreement, including the Schedules referenced in each such Statement of Work.

- 2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon thirty

(30) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor fully as contracted.

3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default.

3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more

particularly described in a Statement of Work, including any Work Product provided in connection therewith.

- (c) “Work Product” shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services which are not subject to the Contractor’s Intellectual Property, pursuant to a Statement of Work. This specifically excludes any Contractor’s Intellectual Property or work product created by the Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all rights, title and interest in and to the Services, including, but not limited to patents and patents pending, all inventions, derivatives thereof, items or data specifically collected for the Contractor by the Client or its subcontractors for the Contractor to exercise its Intellectual Property, including Contractor’s technology skills, know-how, expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, reports (with the exception of the raw data within the reports) and computer programs including any source code or object code, patents, patents pending, patents in process, designs, data maps, charts, outlines, procedures, data transformations, transformations of objects or images, analysis of objects or images, processing of forms, analysis of forms and opinions as to the efficacy or legitimacy of such data, images or forms, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder. **For the avoidance of doubt, the term shall not include (1) the general reports prepared by Contractor for Client (other than any nomenclature, tradenames, trademarks, unique copyrighted works, or unique analysis used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the non-exclusive property of Client and the Client shall be able to distribute the reports as developed by the Contractor as they see fit.**

4.2 **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work

to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

- 4.3 **Contractor's Performance**. Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, however the Client acknowledges the work and work product of the Contractor is unique and unmatched in nature and execution and is performed in strict accordance, reporting, and publishing solely established by the Contractor.
- 4.4 **Client's Obligations**. Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor as needed by Contractor to performed it's duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.
- 4.5 **Location of Services**. Contractor shall provide the Services in a virtual manner congruent with Contractor's Virtual Machine Platform.
- 4.6 **Status Reports**. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 **New Services**. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and

be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.

4.8 **Change of Services.** “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- (d) Upon completion of the additional services, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the changes.

4.9 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client (“End Client”), the End Client will be identified in the applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.

4.10 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The provision by Client of any Client Report or any information therein to any third

party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis.

5 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 5.1 **Fees.** Client agrees to pay to Contractor the set fixed fee for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 **Payment Terms.** All invoices are due upon receipt. Before start of work, and part of the unique programming required to perform the services for the Client, Contractor shall be paid $\frac{1}{2}$ of its total fixed fee. The second $\frac{1}{2}$ installment is paid immediately upon the delivery and transmittal of the final Official Scientific Reports for the Client and/or End Client. If the Client fails to pay the second $\frac{1}{2}$ installment, Client or End Client shall not be entitled to use in any manner or form including publication, press announcement, litigation, or legal or legislative proceeding the Work Product of the Contractor and 100% of all rights in the work produce become the sole and exclusive property of the Contractor.
- 5.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties. Proprietary Rights.

- 5.5 **Client’s Proprietary Rights**. Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) Contractor is only being provided raw data for Contractors proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as “New Data”. Contactor is not utilizing any intellectual property of Client (“Client’s Intellectual Property”) under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents detailing Contractors proprietary process and the results thereof, including but not limited to proprietary information, proprietary analysis of materials, and correlated, extrapolated and analysis of the raw data, thus creating new data, relating to, or arising out of the administration of the November 3, 2020 general election in Arizona. Any and all raw data belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client, however Client shall grant a License to the Contractor as provided herein, to use the raw data to proprietary new and unique data.**
- 5.6 **License to Contractor**. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client’s Raw Data. Client grants

to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as created and facilitated by the Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.

- 5.7 **Contractor's Proprietary Rights**. Contractor owns all right, title and interest in and to the unique and unmatched Services, including new data which is created during it performing for the Client. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. This raw data the Contractor then takes that raw data and transforms, analyses, categorizes and generates unique scientific reports (new data) based exclusively on the Contractor's Intellectual Property which includes Patents and Patents Pending to create new data. This Agreement does not transfer or convey to Client or any third party any right, title, or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client and End Client a limited, non-exclusive right and license to use the results in publication form, as granted in accordance with the Agreement. In any use, by either Client or End Client, of the Contractors Proprietary Reports Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all reports, publications, documents, and fully analysed information relating, thus creating new data, to or arising out of the administration of the November 3, 2020 general election in Arizona are the sole and exclusive property of the Contractor. However, the raw data in the form of voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, or of the applicable political subdivision or governmental entity, shall remain the property of the Client and/or End Client.**

5.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to the Client’s Intellectual Property or any of the detailed proprietary reports generated or published by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use and otherwise publish or make known the results and Official Reports of the Contractor (new data). Client’s permitted license to use the Contractors Official Reports generated by the use of the Contractor’s Intellectual Property is subject to the confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

6 NONDISCLOSURE

6.1 **Confidential Information.** “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to and in the acknowledged hierarchy of the Contractor’s patents, patents pending, copyrights, trademarks, business marks, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, , budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 6.2 **Nondisclosure Obligations.** The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.
- 6.3 **Injunction.** The Receiving Party agrees that breach of Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 6.4 **Return.** Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 6.5 **Third Party Hack.** Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or

information technology. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.

6.6 **Retained Custody of Ballots.** The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

6.7 **Survival.** This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

7 No SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

8 MUTUAL NON-COMPETITION

Contractor and Client agree that during the term of this Agreement and for a period of twelve (12) months thereafter, Contractor and Client will not attempt to sell any of

Contractor's services directly to any of Client's existing Customers, unless pre-coordinated with the Contractor. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client.

9 DATA PROTECTION

9.1 **Applicability.** This Article 9 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

9.2 **Definitions.** For purposes of this Article 11:

(a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.

(b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

9.3 **Contractor's Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any

applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

- 9.4 **Disclosures**. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 9.5 **Demonstrating Compliance**. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 9.6 **Liability and Costs**. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

10 DATA RETENTION

- 10.1 **End Customer Data**. Except as is required by Section 14, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

10.2 **Client's Intellectual Property and Confidential Information**. All Client raw data shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

11 REPRESENTATIONS AND WARRANTIES

11.1 **Representations and Warranties of Client**. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

11.2 **Representations and Warranties of Contractor**. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date congruent with the signing of this Agreement, Contractor (i) establishes a specific corporation, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and

operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.

- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

11.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, however the Client acknowledges the work and work product of the Contractor is unique and unmatched in nature and execution and is performed in strict accordance, reporting, and publishing solely established by the Contractor.
- (d) Contractor and its agents possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

12 LIMITATION OF LIABILITY

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 12, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 14 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 7, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

13 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

14 INDEMNIFICATION

“Indemnified Parties” shall mean, (i) in the case of Contractor, Contractor, and each Contractor’s respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client’s respective owners, directors, officers, employees, contractors, and agents.

14.1 **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party’s gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

14.2 **Contractor Indemnity.** Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney’s fees) (“Damages”) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party’s patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor’s gross negligence or wilful misconduct (“Indemnified Claims”). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client’s behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

14.3 **Client Indemnity.** Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

14.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect

the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

14.5 This Article 14 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 14 shall survive any expiration or termination of the Agreement.

15 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

15.1 Neither party can fully predict or accurately know or project the final forensic or analytical outcome of this Agreements contemplated reports, information exchange, information submission, process or processes, analyzation, applying of forensic and technology digital filters, protocols, data sets, computer vision techniques, machine learning techniques and/or artificial intelligence techniques applied to any of the raw data or information relating to or arising out of the administration of the November 3, 2020 general election in Arizona. The raw data in the form of voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, or of the applicable political subdivision or governmental entity, shall remain the property of the Client and/or End Client, but will be subjected to the Contractor's custom and proprietary technology platforms and Intellectual Property which will create new data. The outcome (new data) of such custom and proprietary technology platforms and Intellectual Property is in the form of generating and publishing an overall Technology Report and Official Analysis Report. Until such a time these reports are published there is no way to predict the outcome or the final empirical results. Once the Contractor's Official Report is published it is solely up to other entities

(legal, legislative, government - constitutional or otherwise) to interpret the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

16 FORCE MAJEURE

16.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

16.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

17 GENERAL

17.1 **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.

17.2 **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents

regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.

- 17.3 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 17.4 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 17.5 **Cooperation in Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.
- 17.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 17.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 17.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be

deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section 17.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

17.9 **No Third-Party Beneficiaries.** The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

17.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.

b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

17.11 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

17.12 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to

include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: _____

Title: _____

–

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and 423 Catkins Maize, LLC, (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
 - (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
 - (b) On-Site Analysis Report of Visual Findings**
 - (c) Ballot Number Analysis Report**
 - (d) Ballot Cast Analysis Report**

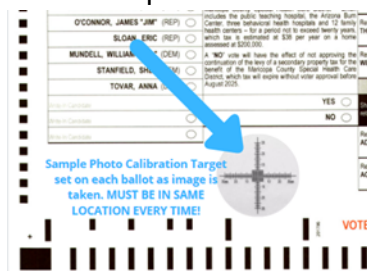
- (e)Vote Cast Analysis Report**
- (f) Texture and/or Fibber Analysis Report**
- (g)Frequency or Duplication Analysis Report**
- (h)Ballot Format Analysis and Report**
- (i) Mail-In Human Dynamics Analysis and Report**
- (j) Printer and Print Manufacture Variance Analysis Report**
- (k)Discrepancy Analysis and Report**
- (l) Independent Cross Confirming Forensic Analysis Report of Findings**

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja’s for the 2020 General Election held in Maricopa County, Arizona

- i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities
- ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single image captured)

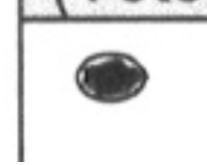


for every single image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

- iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto
- iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed upon and attached hereto so

that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

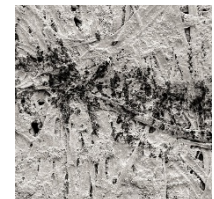


(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.

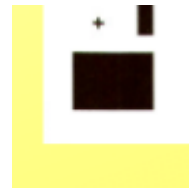
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

- 1. 1st High Magnification Capture is the DMI-V**
- 2. 2nd High Magnification Capture is the DMI-F**
- 3. 3rd High Magnification Capture is the DMI-C**
- 4. OPTIONAL 4th High Magnification Capture is the DMI-UV**

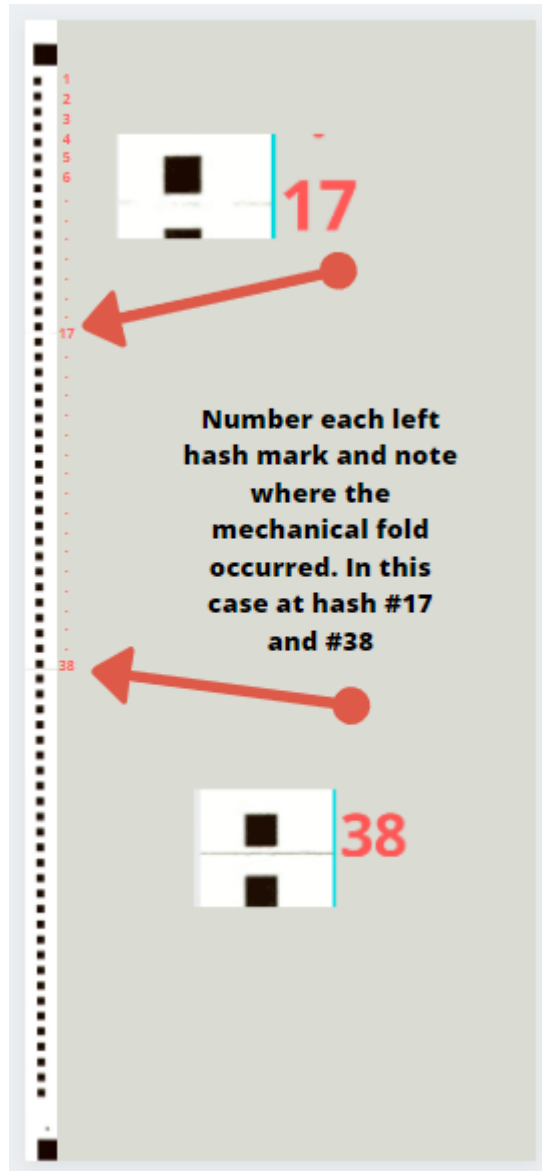
(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot

- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

- i. **CRITICAL INFORMATION NEEDED:**

- On the first few obviously mail-in ballots encountered it is imperative to capture a “machine target area” for detailed analysis by computer vision. What we are looking for is where the “authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.**



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) On-Site Analysis Report of Visual Findings**
- (c) Ballot Number Analysis Report**
- (d) Ballot Cast Analysis Report**
- (e) Vote Cast Analysis Report**
- (f) Texture and/or Fiber Analysis Report**
- (g) Frequency or Duplication Analysis Report**
- (h) Ballot Format Analysis and Report**
- (i) Mail-In Human Dynamics Analysis and Report**
- (j) Printer and Print Manufacture Variance Analysis Report**
- (k) Discrepancy Analysis and Report**
- (l) Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT - To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

Contractor will supply 11 individual Official Reports and Conduct Ten (10) individual services with applied Computer Vision, Machine Learning and Artificial Intelligence Kinematic Artifact Detection Platform and Systems. These individual services are billed at a fixed rate of .10 per ballot image analysed based on 10 individual reports and **a volume of 2.1 million digital ballot images**. We have not a set fee per

image **included the 6.3 million additional DMI-B, DMI-F and DMI-C images to be processed**, but however providing a “fixed set-budget” for this Agreement.

Considering there are 2.1 million ballots to be analysed and reported upon the Gross Billed Amount is \$2,100,000 (Two Million One Hundred Thousand Dollars).

The charges for the Services have been pre-negotiated at a fixed flat rate of .10 per ballot, based on an estimated 2.1 million ballots images to be processed. This rate is strictly confidential and cannot be shared with outside sources, specifically the deep discounting which has been applied.

Therefore, with discounts applied the total billing for this Agreement for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.

Terms are ½ upon execution of the Agreement, i.e., \$105,000.00 (One Hundred Five Thousand Dollars), and the remaining ½ of **\$105,000.00** (One Hundred Five Thousand Dollars), due immediately delivery of the Official Published and Bound Reports by Contractor.

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas 75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka.

8 TERM/PROJECT SCHEDULE

Programming will begin immediately after the first payment is received as defined herein.

Depending on numerous variables, programming could take as long as 25 days and processing and finalizing each individual report could take as long as 25 workdays.

There is no fixed way to determine the processing and image analysis time until the time the first 10,000 image sets (per category) are processed. At such time as each initial 10,000 images have been proceeded and fully analysed Contractor will be able to narrowly define the final delivery date of the Official Published Reports.

NOTE: Professional Binding of the Official Reports can take up to 10 days

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an

actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client ("End Client"), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work ("Client Report"). The Client Report is prepared uniquely and exclusively for Client's sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 **Acceptance Testing.** Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 **Fees.** Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 **Payment Terms.** All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 **Taxes.** The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor’s Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor’s Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor’s Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor’s Intellectual Property and Client will take no actions which adversely affect Contractor’s Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. “Confidential Information” refers to any information one party to the Agreement discloses (the “Disclosing Party”) to the other (the “Receiving Party”). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party’s possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party’s improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 **Nondisclosure Obligations.** The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 **Injunction.** The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 **Return.** Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 **Third Party Hack.** Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 **Retained Custody of Ballots.** The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) **Organization; Power.** As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) **No Default.** Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) **Organization; Power.** As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) **Authorized Agreement.** This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

- 16.1 **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 **Contractor Indemnity.** Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 **Client Indemnity.** Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

- 19.9 **No Third-Party Beneficiaries.** The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

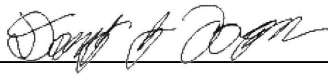
Contractor: EchoMail, Inc.

By: 
Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: 
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records ("CVR") by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. "Batch level" is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA


Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – ~~November 31~~ August 20, 2021 Delivery of Work Product by end date of project is dependent on Contractor receiving all data needed, from Client in a timely fashion. 

9 SIGNATURE & ACKNOWLEDGEMENT

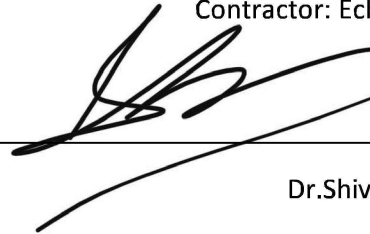
THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____



Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____



Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature:



Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the consulting and/or professional services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s consulting and/or professional services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT.

- 2.1 Components of the Agreement. The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 Definitions. All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 Statement(s) of Work. The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 Deviations from Agreement, Priority. In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION.

- 3.1 Term of Master Agreement. The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).
- 3.2 Term of Statements of Work. Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 Termination of Master Agreement. Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 Termination of Statement of Work by Client. A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for Services performed through the effective termination date. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.
- 3.5 Termination for Breach. Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of seven (7) days following written notice of default. If Client terminates the Agreement and/or any Statement of Work as a result of Contractor’s breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.
- 3.6 Effect of Termination. Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, including all Services rendered under the terminated Statement of Work up to the effective date of the termination; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES.

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the Consultant is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training or any other professional services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed or provided by Contractor in connection with the Services pursuant to a Statement of Work, excluding any Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all right, title and interest in and to the Services, including, but not limited to, all inventions, skills, know-how, expertise, ideas, methods, processes, notations, documentation, strategies, policies, reports (with the exception of the data within the reports, as such data is the Client’s proprietary data) and computer programs including any source code or object code, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder and of general applicability across Contractor’s customer base. For the avoidance of doubt, the term shall not include (1) the reports prepared by Contractor for Client (other than any standard text used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the exclusive property of Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended; and (2) any data or process discovered on or obtained from the Dominion devices that will be the subject of the forensic review.

4.2 Obligation to Provide Services. Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.3 Contractor’s Performance. Contractor will perform the Services set forth in each Statement of Work. using personnel that have the necessary knowledge, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, consistent with industry standards applicable to the performance of such Services.

4.4 Client’s Obligations. Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work including access to its personnel, facilities, equipment, hardware, network and information, as applicable; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services. Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client’s delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 Location of Services. Contractor shall provide the Services at the site designated in the applicable Statement of Work.
- 4.6 Status Reports. Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 New Services. During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing and shall also become a “Service” and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 Change of Services. “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.
- The following process is required to effectuate a Change of Services by either Party:
- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
 - (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
 - (c) Contractor and Client will mutually agree upon any additional fees for such investigation, if any. If the investigation is authorized, the Client project manager will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
 - (d) Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the investigated changes. that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work.
- 4.9 End Client Requirements. If Contractor is providing Services for Client that is intended to be for the benefit of a customer of Client (“End Client”), the End Client should be identified in an applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.
- 4.10 Client Reports; No Reliance by Third Parties. Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The Client Report is prepared uniquely and exclusively for Client’s sole use. The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct,

indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof.

- 4.11 Acceptance Testing. Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. If Client rejects the deliverable as non-conforming, unless otherwise agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.

5 FEES AND PAYMENT TERMS.

- 5.1 Fees. Client agrees to pay to Contractor the fees for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 Invoices. Contractor shall render, by means of an electronic file, an invoice or invoices in a form containing reasonable detail of the fees incurred in each month. Upon completion of the Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred for the month in each such invoice. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 Payment Terms. All invoices are due upon receipt. Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past-due invoice(s).
- 5.4 Taxes. The applicable Statement of Work shall prescribe the parties’ respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor’s performance of any Statement of Work, including any interest or penalties.

6 PERSONNEL.

- 6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as “Designated Personnel”) and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client’s prior written consent.
- 6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor’s reasonable control or Designated Personnel’s professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel’s status.
- 6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.
- 6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.

7 PROPRIETARY RIGHTS.

- 7.1 Client’s Proprietary Rights. Client represents and warrants that it has the necessary rights, power and authority to transmit Client Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client’s (and/or the End Client, if applicable) data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor’s provision of the Services (Client’s data and Client’s End User’s data, collectively, the “Client Data”); (iii) all intellectual property of Client (“Client’s Intellectual Property”) that may be made available to Contractor in the course of providing Services under this Agreement.
- 7.2 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client Data or any associated Client’s Intellectual Property. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client Data and any associated Client’s Intellectual Property to perform the Services during the Term hereof. Contractor’s permitted license to use the Client Data and Client’s Intellectual Property is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Data and Intellectual Property.

7.3 Contractor's Proprietary Rights. As between Client and Contractor, Contractor owns all right, title and interest in and to the Services, including, Contractor's Intellectual Property. Except to the extent specifically provided in the applicable Statement of Work, this Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client a limited, non-exclusive right and license to use as granted in accordance with the Agreement. Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents, information, materials, devices, media, and data relating to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right or interest whatsoever in such documents, information, materials, or data.**

8 NONDISCLOSURE.

8.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to, business information and concepts, marketing information and concepts, financial statements and other financial information, customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, strategic and marketing plans, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, market data; digital information, digital media, and any and all electronic data, information, and processes stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

- 8.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 3; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.
- 8.3 Injunction. The Receiving Party agrees that breach of this Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 8.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 8.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

9 NO SOLICITATION.

Contractor and Client agree that neither party will, at any time within twelve (24) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 9 will be substantial, but difficult to ascertain. Accordingly, the party that breaches this Article 9, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

10 NON-COMPETITION.

Contractor agrees that during the term of this Agreement and for a period of twelve (24) months thereafter, Contractor will not attempt to sell any of Contractor's services directly to any of Client's Customers. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

11 DATA PROTECTION

- 11.1 Applicability. This Article 11 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- 11.2 Definitions. For purposes of this Article 11:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
 - (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 11.3 Contractor’s Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 11.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 11.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor’s compliance with its obligations under this Agreement.
- 11.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor’s agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

12 DATA RETENTION

12.1 End Customer Data. Except as is required by Section 15.4, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.2 Client's Intellectual Property and Confidential Information. All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15.4, the Parties shall provide to each other documents and information that are reasonably necessary to the defense of any third party's claims arising out of or related to the subject matter of this Agreement.

13 REPRESENTATIONS AND WARRANTIES.

13.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date, Contractor (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner consistent with industry best standards;
- (d) Contractor and its agents possess the necessary qualifications, expertise and skills to perform the Services;
- (e) Contractor and all individuals handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- (f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;
- (g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop-dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");
- (h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and
- (i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.

14 LIMITATION OF LIABILITY.

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 14, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 16 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 9, LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

15 DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

16 INDEMNIFICATION.

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors and agents.

16.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

- 16.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 16.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 16.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).
- 16.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.4 Indemnification Procedures. The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defense or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defense or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

This Article 16 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 16 shall survive any expiration or termination of the Agreement.

17 FORCE MAJEURE

- 17.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.2 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 INSURANCE

During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.

19 GENERAL

- 19.1 Independent Contractors-No Joint Venture. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 19.2 Entire Agreement, Updates, Amendments and Modifications. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 19.3 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof.
- 19.4 Severability. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 19.5 Cooperation in Defense of Claims. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

- 19.6 Counterparts. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 19.7 Binding Nature and Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 19.8 Notices. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.7.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

EchoMail, Inc.
ATTN: Legal Department
701 Concord Avenue
Cambridge, MA 02138

Email: manju@echomail.com

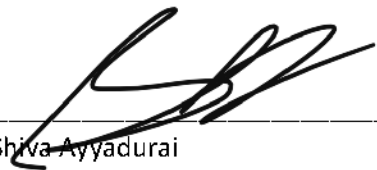
- 19.9 No Third-Party Beneficiaries. The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

- 19.10 Dispute Resolution. The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or defense arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 19.11 Governing Law. All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.
- 19.12 Rules of Construction. Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By:  _____
Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____
Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 28th day of July, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and EchoMail, Inc., a Delaware Corporation (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) July, 28th, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

Description: EchoMail® Business Intelligence (BI) analysis of Dominion generated ballot images for Arizona State Senate audit of November 2020 elections.

Scope: Employ EchoMail BI to analyse up to 2,100,000 ballot images produced by Dominion Systems electronic voting machines, from the November 2020 elections for the Arizona State Senate, to determine if the tabulation of results using EchoMail matches with the results reported in the Cast Vote Records (“CVR”) by Dominion.

3 TECHNICAL METHODOLOGY

Client will provide Contractor the following data:

- 1) Ballot images from Dominion in a widely used digital format;
- 2) Cast Vote Records (“CVR”) by Dominion for each ballot image;
- 3) PDF Examples of each ballot image type; and,
- 4) Batches of Ballot Images will have their ballot type in the CVR

Contractor will perform the following processing on each ballot image per ballot type:

- 1) Use meta-data provided by Client to identify the Presidential and Federal races on ballot image;
- 2) Pre-process i.e. auto-align, size calibrate, etc. the ballot image
- 3) Identify choices for Presidential and Federal races (US Senate and US House of Representatives) ONLY
- 4) Store results in relational database for reporting and analysis
 - a. All results will be tallied to the batch level allowing easy tallying of the results.
 - b. “Batch level” is defined as _____

4 PERSONNEL

1. IT Staff – Two (2)
2. Software Engineer – Two (2)
3. Project Manager – One (1)
4. Administrative Assistant – One (1)

5 DELIVERABLE MATERIALS

The Work Product shall be:

- 1) EchoMail BI tabulated counts for each race per ballot type; and,
- 2) Aggregated EchoMail BI tabulated counts for races that span across ballot types

6 COMPLETION CRITERIA


Delivery of Work Product

7 FEES / TERMS OF PAYMENT

The charges for the Services are: \$50,000.00 to be paid as follows:

\$50,000.00 upon execution of the Agreement. Invoicing and terms of payment shall be as provided in Article 5 of the Agreement.

8 TERM/PROJECT SCHEDULE

July 30, 2021 – ~~November 31~~ August 20, 2021 Delivery of Work Product by end date of project is dependent on Contractor receiving all data needed, from Client in a timely fashion. 

9 SIGNATURE & ACKNOWLEDGEMENT

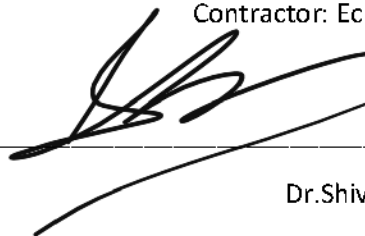
THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: EchoMail, Inc.

By: _____



Dr. Shiva Ayyadurai

Title: Chairman & CEO

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. BACKGROUND SCREENING MEASURES

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- 10-Year Criminal History Search – Statewide and/or County Level
- 10-Year Criminal History Search – U.S. Federal Level
- Social Security Number Validation
- Restricted Parties List

Criminal History – State-wide or County:

Criminal records are researched in the applicant’s residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanor convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.

Criminal History – Federal:

Federal criminal records are researched through the U.S. District Court in the applicant’s federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.

Social Security Trace:

This search reveals all names and addresses historically associated with the applicant’s provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives – Crimes Against Children, FBI Fugitives – Cyber Crimes, FBI Fugitives – Violent Crimes: Murders, FBI Fugitives – Additional Violent Crimes, FBI Fugitives – Criminal Enterprise Investigations, FBI Fugitives – Domestic Terrorism, FBI Fugitives – White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or images of ballots (whether in their original, duplicated, spoiled, or another form), tally sheets, audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know how, lists, or information derived therefrom (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all materials or information I view, read, examine, or assemble during the course of my work on the Audit, whether or not I participate in the construction of such materials or information, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____



Printed Name: Dr.Shiva Ayyadurai

Date: 07/28/2021

Cyber Ninjas, Inc.
Statement of Revenue and Expense – Income Tax Basis
Maricopa County Forensic Audit Only
September 15, 2021

Compiled By:

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-F, 21-0472,
21-0476-G, 21-0465, 21-0468, 21-0469-H, 21-0640-J-000749

[REDACTED]

Certified Public Accountants and Consultants

September 17, 2021

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors:

Cyber Ninjas, Inc.
Sarasota, Florida

We have compiled the accompanying Statement of Revenue and Expense – Income Tax Basis (Maricopa County Forensic Audit Only) of Cyber Ninjas, Inc. (an S Corporation) as of the interim period ending September 15, 2021 in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. We have not audited or reviewed the accompanying financial statement and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with income tax basis of accounting.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and for presentation of the financial statements.

Our responsibility is to conduct a compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all disclosures (balance sheet, statement of shareholder equity, and statement of cash flows) ordinarily included in financial statements prepared in accordance with generally accepted accounting principles. If the omitted disclosures were included, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

[REDACTED]

Cyber Ninjas, Inc.
Statement of Income and Expense - Income Tax Basis
Maricopa County Forensic Audit Only
For the period January 1, 2021 to September 15, 2021

REVENUE	
The America Project	\$ 3,250,000
America's Future	976,514
Voices and Votes	643,495
Defending The Republic	550,000
LDFFTAR/EIFFTAR	280,000
Arizona State Senate	50,000
GROSS REVENUE	<u>\$ 5,750,009</u>
OPERATING EXPENSES	
Payroll and Labor Costs	\$ 5,243,593
Depreciation Expense	1,182,971
Professional Services	627,176
Travel Expenses	543,871
Supplies	253,327
Attorney/Legal Fees	239,471
Research/Artifacts	210,000
Rental	149,513
Miscellaneous	140,511
Background Checks	134,267
Recruiting	88,050
Moving Expenses	62,311
TOTAL OPERATING EXPENSES	<u>\$ 8,875,060</u>
OTHER INCOME	
Third Party Payments to Subcontractors	\$ 1,000,000
NET INCOME/(LOSS)	<u><u>\$ (2,125,050)</u></u>

CYBER NINJAS, INC.
NOTES TO FINANCIAL STATEMENTS – INCOME TAX BASIS
MARICOPA COUNTY FORENSIC AUDIT ONLY
SEPTEMBER 15, 2021

NOTE 1 – ACCOUNTS RECEIVABLE

The Company operates on a contract basis with its customers. The costs incurred by the company and its subcontractors are expected to be recovered by reimbursement revenue from various sources shown on the income statement. As of the date of this financial statement, future receipts are not reasonably certain and the standard for recording income and related receivables is not met.

NOTE 2 – ACCOUNTS PAYABLE

The Company operates on a contract basis with its subcontractors. The costs incurred by the company's subcontractors are expected to be reimbursed by the company. As of the date of this financial statement, the balance of accounts payable for Cyber Ninjas, Inc. totaled \$1,900,780. Accounts payable by subcontractor is broken down as follows:

	<u>Amount</u>
Wake Technologies	427,854
CyFIR	587,209
Kolodin	34,594
Stratech	806,687
OG Recruiters	44,436
Total Subcontractor Expense Payable	<u>\$ 1,900,780</u>

NOTE 3 – DEPRECIATION

Internal Revenue Code (IRC) Section 168 permits 100% depreciation of equipment placed in service after September 27, 2017. Therefore, in accordance with the income tax basis of accounting, all equipment purchased and placed in service as of the date of this financial statement has been depreciated in full.

NOTE 4 – FINANCIAL RESULTS

The financial results presented in this compilation do not represent the financial results of Cyber Ninjas, Inc. as a whole, but rather the results of operations as they relate to the Maricopa County Forensic Audit specifically.

Douglas Logan

From: Shiva Ayyadurai <vashiva@vashiva.com>
Sent: Thursday, August 19, 2021 9:37 AM
To: Douglas Logan
Subject: Re: Cyber_Ninjas_-_Dr. Shiva - Executed-VAS-08-03-2021.pdf

Dear Doug,

Our Agreement is terminated for non-payment. We never received the wire from Randy.

Best,
Shiva

Sent from my iPhone

On Aug 5, 2021, at 5:56 PM, Douglas Logan <dlogan@cyberninjas.com> wrote:

From: Douglas Logan
Sent: Thursday, August 5, 2021 2:43 PM
To: Shiva Ayyadurai <vashiva@vashiva.com>
Subject: RE: Cyber_Ninjas_-_Dr. Shiva - Executed-VAS-08-03-2021.pdf

From: Shiva Ayyadurai <vashiva@vashiva.com>
Sent: Thursday, August 5, 2021 2:40 PM
To: Douglas Logan <dlogan@cyberninjas.com>
Subject: Cyber_Ninjas_-_Dr. Shiva - Executed-VAS-08-03-2021.pdf

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This message (including any attachments)
contains confidential information intended for a specific individual and
purpose, and is protected by law. If you are not the intended recipient of
this e-mail (even if the e-mail address above is yours), (i) you may not
use, copy or retransmit it, (ii) please delete this message and (iii)
please notify the sender immediately. Any disclosure, copying, or
distribution of this message or the taking of any action based on it, is
strictly prohibited.

Sent from my iPhone

<Cyber_Ninjas_-_Dr. Shiva - Executed-VAS-08-03-2021b-FE.pdf>

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient of this e-mail (even if the e-mail address above is yours), (i) you may not use, copy or retransmit it, (ii) please delete this message and (iii) please notify the sender immediately. Any disclosure, copying, or distribution of this message or the taking of any action based on it, is strictly prohibited.

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and ~~[Contractor], a [Contractor Entity]~~**423 Catkins Maize, LLC, a technology service provider** (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the ~~consulting and/or~~ professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s ~~consulting and/or~~ professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced

therein; and

(c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.

2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.

2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.

2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work.

3 TERM AND TERMINATION

3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in Section 3.3 (the “Term”).

3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.

- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon ~~fourteen (14)~~thirty (30) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for ~~Services performed through the effective termination date.~~any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor ~~an amount that will be determined on a pro-rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of working days completed at the effective date of termination.~~fully as contracted.
- 3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of ~~seven (7) days following written notice of default.~~If Client terminates the Agreement and/or any Statement of Work as a result of Contractor's breach, then to the extent that Client has prepaid any fees for Services, Contractor shall refund to Client any prepaid fees on a pro-rata basis to the extent such fees are attributable to the period after such termination date.fifteen (15) days following written notice of default.
- 3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement, ~~including all Services rendered under the terminated Statement of Work up to the effective date of the termination;~~ and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft

reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 15.414, the Parties shall provide to each other documents and information that are reasonably necessary to the defensedefence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) “End Client” shall mean any 3rd party on whose systems, premises, data or similar that the ~~Consultant~~Contractor is performing the work for on behalf of the Client.
- (b) “Services” shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services which are not subject to the Contractor’s Intellectual Property, pursuant to a Statement of Work, ~~excluding. This specifically excludes any Contractor’s Intellectual Property or work product created by the~~ Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all ~~rights~~rights, title and interest in and to the Services, including, but not limited to patents and patents pending, all inventions, derivatives thereof, items or data specifically collected for the Contactor by the Client or its subcontractors for the Contractor to exercise its Intellectual Property, including Contractor’s technology skills, know-how, expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, reports (with the exception of the raw data within the reports, ~~as such data is the Client’s proprietary data~~) and computer programs including any source code or object code, patents, patents pending, patents in process, designs, data maps, charts, outlines, procedures, data transformations, transformations of objects or images, analysis of objects or images, processing of forms, analysis of forms and opinions as to the efficacy or legitimacy of such data, images or forms, (and any enhancements and modifications made thereto), developed by Contractor in connection with the performance of the Services hereunder ~~and of general applicability across Contractor’s customer base.~~ **For the avoidance of doubt, the term shall not include (1) the general**

reports prepared by Contractor for Client (other than any ~~standard text~~ nomenclature, tradenames, trademarks, unique copyrighted works, or unique analysis used by Contractor in such reports) pursuant to this Agreement or any Statement of Work, which shall be the non-exclusive property of Client and the Client shall be considered “works made for hire” within the meaning of able to distribute the Copyright Act of 1976, reports as amended; and (2) any data or process discovered on or obtained from developed by the Dominion devices that will be the subject of the forensic review. Contractor as they see fit.

- 4.2 **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.
- 4.3 **Contractor’s Performance.** Contractor will perform the Services set forth in each Statement of Work, using ~~personnel that have the necessary~~ its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, ~~consistent with industry standards applicable to the performance of such Services~~ however the Client acknowledges the work and work product of the Contractor is unique and unmatched in nature and execution and is performed in strict accordance, reporting, and publishing solely established by the Contractor.
- 4.4 **Client’s Obligations.** Client acknowledges that Contractor’s performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work ~~including access to its personnel, facilities, equipment, hardware, network and information, as applicable;~~ and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor’s performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor as needed by Contractor to performed it’s duty and

analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement.

Contractor will be excused from its failure to perform its obligations under this Agreement to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

- 4.5 **Location of Services.** Contractor shall provide the Services ~~at the site designated in the applicable Statement of Work.~~ in a virtual manner congruent with Contractor's Virtual Machine Platform.
- 4.6 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.7 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.8 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such

~~investigation~~additional services, if any. If the ~~investigation~~additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the ~~investigation~~charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.

(d) Upon completion of the ~~investigation~~additional services, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the ~~investigated changes that specifically identifies the portion of the Statement of Work that is the subject of the modification or amendment and the changed or new provision(s) to the Statement of Work~~changes.

4.9 **End Client Requirements.** ~~If~~The Contractor is providing Services for Client ~~that~~which is intended ~~to be~~for the benefit of a customer of Client (“End Client”), the End Client ~~should~~will be identified in ~~an~~the applicable Statement of Work. The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.

4.10 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). ~~The Client Report is prepared uniquely and exclusively for Client’s sole use.~~The provision by Client of any Client Report or any information therein to any third party shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis.

~~4.11 Acceptance Testing.~~ Unless otherwise specified in a Statement of Work, Client shall have a period of fourteen (14) days to perform Acceptance Testing on each deliverable provided by Contractor to determine whether it conforms to the Specifications and any other Acceptance criteria (collectively as the “Acceptance Criteria”) stated in the Statement of Work. ~~If Client rejects the deliverable as non-conforming, unless otherwise~~

~~agreed to by the parties, Contractor shall, at its expense, within fourteen (14) days from the date of notice of rejection, correct the deliverable to cause it to conform to the Acceptance Criteria and resubmit the deliverable for further Acceptance testing in accordance with the process specified in this Section 4.15. In the event that the deliverable does not conform to the Acceptance Criteria after being resubmitted a second time, Client, may at its option, (i) provide Contractor with another fourteen (14) days to correct and resubmit the deliverable or (ii) immediately terminate the Statement of Work and obtain a refund of any amounts paid for the non-conforming Services pursuant to the applicable Statement of Work.~~

5 ~~FEES AND FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS~~

- 5.1 **Fees.** Client agrees to pay to Contractor the ~~fees~~set fixed fee for the Services in the amount as specified in the applicable Statement of Work.
- 5.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice ~~or invoices~~ in a form containing reasonable detail of the ~~fees incurred in each month. Upon completion~~scope of the ~~Services as provided in the Statement of Work, Contractor shall provide a final invoice to Client. Contractor shall identify all taxes and material costs incurred~~fixed fee for the ~~month in each such invoice~~work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 5.3 **Payment Terms.** All invoices are due upon receipt. ~~Payment not received within 30 days of the date of the invoice is past due. Contractor reserves the right to suspend any existing or future Services when invoice becomes thirty (30) days past due. Client shall pay 1.5% per month non-prorated interest on any outstanding balances in excess of thirty days past due. If it becomes necessary to collect past due payments, Client shall be responsible for reasonable attorney fees required in order to collect upon the past due invoice(s). Before start of work, and part of the unique programing required to perform the services for the Client, Contractor shall be paid ½ of its total fixed fee. The second ½ installment is paid immediately upon the delivery and transmittal of the final Official Scientific Reports for the Client and/or End Client. If the Client fails to pay the second ½ installment, Client or End Client shall not be entitled to use in any manner or form including publication, press announcement, litigation, or legal or legislative proceeding the Work Product of the Contractor and 100% of all rights in the work produce become the sole and exclusive property of the Contractor.~~

5.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties. [Proprietary Rights.](#)

~~6 PERSONNEL~~

- ~~6.1 Designated Personnel. Contractor shall assign employees that are critical to the provision and delivery of the Services provided (referred to herein as "Designated Personnel") and except as provided in this Article 6, shall not be removed or replaced at any time during the performance of Services in a Statement of Work, except with Client's prior written consent.~~
- ~~6.2 Replacement of Designated Personnel by Contractor. Notwithstanding the foregoing, if any Designated Personnel becomes unavailable for reasons beyond Contractor's reasonable control or Designated Personnel's professional relationship with Contractor terminates for any reason, Contractor may replace the Designated Personnel with a similarly experienced and skilled employee. In such event, Contractor shall provide immediate notification to Client of a change in a Designated Personnel's status.~~
- ~~6.3 Replacement of Designated Personnel by Client. In the event that Client is dissatisfied for any reason with any Designated Personnel, Client may request that Contractor replace the Designated Personnel by providing written notice to Contractor. Contractor shall ensure that all Designated Personnel are bound by the terms and conditions of this Agreement applicable to their performance of the Services and shall be responsible for their compliance therewith.~~
- ~~6.4 Background Screening. Contractor shall have performed the background screening described in Exhibit 2 (Background Screening Measures) on all of its agents and personnel who will have access to Client Confidential Information prior to assigning such individuals or entities to provide Services under this Agreement.~~

~~7 PROPRIETARY RIGHTS~~

~~7.15.5 Client's Proprietary Rights. Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) all intellectual property of Client ("Client's Intellectual Property") that may be made available to Contractor in the course of providing Services under this Agreement. Contractor is only being provided raw data for~~

Contractors proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as "New Data". Contactor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all documents detailing Contractors proprietary process and the results thereof, including but not limited to proprietary information, proprietary analysis of materials, and correlated, extrapolated and analysis of the raw data, thus creating new data, relating to, or arising out of the administration of the November 3, 2020 general election in Arizona. Any and all raw data belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client, however Client shall grant a License to the Contractor as provided herein, to use the raw data to proprietary new and unique data.**

7.25.6 License to Contractor. This Agreement does not transfer or convey to Contractor any right, title or interest in or to the ~~Client Data or any associated Client's Intellectual Property~~Raw Data. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the ~~Client Data and any associated Client's Intellectual Property~~Raw Data to perform the Services ~~during the Term hereof and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as crated and facilitated by the Contractor's Intellectual Property.~~ Contractor's permitted license to use the Client ~~Data and Client's Intellectual Property~~Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data~~and Intellectual Property~~.

7.35.7 Contractor's Proprietary Rights. ~~As between Client and Contractor,~~ Contractor owns all right, title and interest in and to the unique and unmatched Services, including, new data which is created during it performing for the Client. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. This raw data the Contractor then takes that raw data and transforms, analyses, categorizes and generates unique scientific reports (new data) based exclusively on the Contractor's Intellectual Property.—Except which includes Patents and Patents Pending to the extent specifically provided in the applicable Statement of Work, this create new data. This Agreement does not transfer or convey to Client or any third party any right, title, or interest in or to the Services or any associated Contractor's Intellectual Property rights, but only grants to Client and End Client a limited, non-exclusive right and license to use the results in publication form, as granted in accordance with the Agreement. In any use, by either Client or End Client, of the Contractors Proprietary Reports Contractor shall retain all proprietary rights to Contractor's Intellectual Property and Client will take no actions which adversely affect Contractor's Intellectual Property rights. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, all reports, publications, documents, and fully analysed information, materials, devices, media, and data relating, thus creating new data, to or arising out of the administration of the November 3, 2020 general election in Arizona, including but not limited to are the sole and exclusive property of the Contractor. However, the raw data in the form of voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client or of the applicable political subdivision or governmental entity, and Contractor shall have no right remain the property of the Client and/or interest whatsoever in such documents, information, materials, or data.** **End Client.**

5.8 License to Client. ~~This Agreement does not transfer or convey to Client any right, title or interest in or to the Client's Intellectual Property or any of the detailed proprietary reports generated or published by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable~~

license to use and otherwise publish or make known the results and Official Reports of the Contractor (new data). Client's permitted license to use the Contractors Official Reports generated by the use of the Contractor's Intellectual Property is subject to the confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

86 NONDISCLOSURE

8.16.1 Confidential Information. "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to and in the acknowledged hierarchy of the Contractor's patents, patents pending, copyrights, trademarks, business marks, trade secrets, business information and concepts, ~~marketing information and concepts, financial statements and other financial information, both parties~~ customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, ~~strategic and marketing plans~~, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs, ~~market data~~; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on the End Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

6.2 Nondisclosure Obligations. The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 32; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. ~~For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.~~

8.36.3 Injunction. The Receiving Party agrees that breach of ~~this~~ Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.46.4 Return. Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential

Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.

8.56.5 Third Party Hack. Contractor shall not be liable for any breach of this Section 8 resulting from a hack or intrusion by a third party into Client's network or information technology ~~systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct.~~ For avoidance of doubt, Contractor shall not be liable for any breach of this Section 8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.

8.66.6 Retained Custody of Ballots. The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

8.76.7 Survival. This Section 8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 8 shall survive for as long as such Confidential Information remains in such party's possession.

97 No SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (2412) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 98 will be substantial, but difficult to ascertain. Accordingly, the party that breaches ~~this~~ Article 98, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

108 MUTUAL NON-COMPETITION

Contractor ~~agrees and Client agree~~ that during the term of this Agreement and for a period of twelve (2412) months thereafter, Contractor ~~and Client~~ will not attempt to sell any of Contractor's services directly to any of Client's existing Customers, unless precoordinated with the Contractor. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client; ~~or (iii) Contractor first learns of Client's Customer's need for Contractor's services through information obtained from Client.~~

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict of interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

119 DATA PROTECTION

11.19.1 Applicability. This Article 119 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

11.29.2 Definitions. For purposes of this Article 11:

- (a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
- (b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

11.39.3 Contractor's Obligations. Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy

Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

11.49.4 Disclosures. Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.

11.59.5 Demonstrating Compliance. Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.

11.69.6 Liability and Costs. Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

1210 DATA RETENTION

12.110.1 End Customer Data. Except as is required by Section **15.414**, End Customer Data should be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Customer Data is required.

12.210.2 Client's Intellectual Property and Confidential Information. All Client ~~Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media)~~ raw data shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section **15.414**, the Parties shall provide to each other documents and

information that are reasonably necessary to the ~~defensedefence~~ of any third party's claims arising out of or related to the subject matter of this Agreement.

13.11 REPRESENTATIONS AND WARRANTIES

13.111.1 Representations and Warranties of Client. Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a [Client Entity], duly organized, validly existing and in good standing under the Laws of the State of [Client State], and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

13.211.2 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date ~~congruent with the signing of this Agreement~~, Contractor (i) ~~is a~~ ~~establishes a specific~~ corporation, duly organized, validly existing and in good standing under the Laws of the State of ~~Florida~~ ~~Utah~~, and (ii) has full corporate power to own, lease, license and operate its assets, ~~its Intellectual Property~~ and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and

constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

13.311.3 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner ~~consistent with industry best standards;~~ Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner, however the Client acknowledges the work and work product of the Contractor is unique and unmatched in nature and execution and is performed in strict accordance, reporting, and publishing solely established by the Contractor.
- (d) Contractor and its agents possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor ~~and all individuals~~ handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.
- ~~(f) Services requiring code review will be sufficiently detailed, comprehensive and sophisticated so as to detect security vulnerabilities in software that should reasonably be discovered given the state of software security at the time the Services are provided;~~
- ~~(g) Contractor shall ensure that the Services (including any deliverables) do not contain, introduce or cause any program routine, device, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop dead device, malicious logic, worm, trojan horse, or trap door, that may delete, disable, deactivate, interfere with or otherwise harm software, data, hardware, equipment or systems, or that is intended to provide access to or produce modifications not authorized by Client or any known and~~

~~exploitable material security vulnerabilities to affect Client's systems (collectively, "Disabling Procedures");~~

- ~~(h) If, as a result of Contractor's services, a Disabling Procedure is discovered by Contractor, Contractor will promptly notify Client and Contractor shall use commercially reasonable efforts and diligently work to eliminate the effects of the Disabling Procedure at Contractor's expense. Contractor shall not modify or otherwise take corrective action with respect to the Client's systems except at Client's request. In all cases, Contractor shall take immediate action to eliminate and remediate the proliferation of the Disabling Procedure and its effects on the Services, the client's systems, and operating environments. At Client's request, Contractor will report to Client the nature and status of the Disabling Procedure elimination and remediation efforts; and~~
- ~~(i) Contractor shall correct any breach of the above warranties, at its expense, within fourteen (14) days of its receipt of such notice. In the event that Contractor fails to correct the breach within the specified cure period, in addition to any other rights or remedies that may be available to Client at law or in equity, Contractor shall refund all amounts paid by Client pursuant to the applicable Statement of Work for the affected Services.~~

1412 LIMITATION OF LIABILITY

IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE [1412](#), CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE [1614](#) AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE [97](#), LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

1513 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, SOFTWARE, HARDWARE, DELIVERABLES, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

1614 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

16.114.1 Mutual General Indemnity. Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

16.214.2 Contractor Indemnity. Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney’s fees) (“Damages”) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party’s patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor’s gross negligence or wilful misconduct (“Indemnified Claims”). If an Indemnified Claim under this Section ~~1614.2~~ occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement ~~will refund any pre-paid fees on a pro-rata basis for the allegedly infringing Services that have not been performed or provided.~~ Notwithstanding the foregoing, Contractor shall have no obligation under this Section ~~1614.2~~ for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client’s behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

16.314.3 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: (i) that the Client’s data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client’s data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client’s privacy policies or applicable laws (or regulations promulgated thereunder); (ii) asserting that any action undertaken by Contractor in connection with Contractor’ performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or

allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor; (iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

16.414.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the ~~defensedefence~~ or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the ~~defensedefence~~ or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

16.514.5 This Article ~~1614~~ states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article ~~1614~~ shall survive any expiration or termination of the Agreement.

15 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

15.1 Neither party can fully predict or accurately know or project the final forensic or analytical outcome of this Agreements contemplated reports, information exchange, information submission, process or processes, analyzation, applying of forensic and technology digital filters, protocols, data sets, computer vision techniques, machine learning techniques and/or artificial intelligence techniques applied to any of the raw data or information relating to or arising out of the administration of the November 3, 2020 general election in Arizona. The raw data in the form of voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the

Client or any political subdivision or governmental entity in the State of Arizona, or of the applicable political subdivision or governmental entity, shall remain the property of the Client and/or End Client, but will be subjected to the Contractor's custom and proprietary technology platforms and Intellectual Property which will create new data. The outcome (new data) of such custom and proprietary technology platforms and Intellectual Property is in the form of generating and publishing an overall Technology Report and Official Analysis Report. Until such a time these reports are published there is no way to predict the outcome or the final empirical results. Once the Contractor's Official Report is published it is solely up to other entities (legal, legislative, government - constitutional or otherwise) to interpret the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

1716 FORCE MAJEURE

16.1 Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

17.116.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

~~18~~ INSURANCE

~~During the of the Agreement Term, Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, the following minimum insurance coverage: (a) commercial general liability insurance on an occurrence basis with minimum single limit coverage of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit; (b) professional errors and omissions liability insurance with a limit of \$2,000,000 per event and \$2,000,000 aggregate; Contractor shall name Client as an additional insured to Contractor's commercial general liability and excess/umbrella insurance and as a loss payee on Contractor's professional errors and omissions liability insurance and Contractor's employee fidelity bond/crime insurance, and, if required, shall also name Client's End Customer. Contractor shall furnish to Client a certificate showing compliance with these insurance requirements within two (5) days of Client's written request. The certificate will provide that Client will receive ten (10) days' prior written notice from the insurer of any termination of coverage.~~

~~19~~17 GENERAL

~~19.117.1~~ **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.

~~19.217.2~~ **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.

~~19.3~~17.3 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

~~19.4~~17.4 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).

~~19.5~~17.5 **Cooperation in ~~Defense~~Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation; provided that neither party shall be obligated to incur any expense thereby.

19.617.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.

19.717.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.

19.817.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 19.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 19.717.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: _____ sgreen@rklawtexas.com

19.917.9 **No Third-Party Beneficiaries.** The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

~~19.10~~17.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted ~~in~~ accordance with the rules and procedures of the American Arbitration Association~~–~~, and mediator and administrative fees shall be shared equally between the parties.

b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Maricopa County, Arizona which shall be the exclusive forum for the resolution of any claim or ~~defensedefence~~ arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

~~19.11~~17.11 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

~~19.12~~17.12 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall

be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: _____

Title: _____

-

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and ~~[Client], a [Client Entity]~~423 Catkins Maize, LLC, (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:

- (a)On-Site Operation Analysis and Comparable and Cross Confirm Audit Report
- (b)On-Site Analysis Report of Visual Findings
- (c)Ballot Number Analysis Report
- (d)Ballot Cast Analysis Report

(e)Vote Cast Analysis Report

(f) Texture and/or Fiber Analysis Report

(g)Frequency or Duplication Analysis Report

(h)Ballot Format Analysis and Report

(i) Mail-In Human Dynamics Analysis and Report

(j) Printer and Print Manufacture Variance Analysis Report

(k)Discrepancy Analysis and Report

(l) Independent Cross Confirming Forensic Analysis Report of Findings

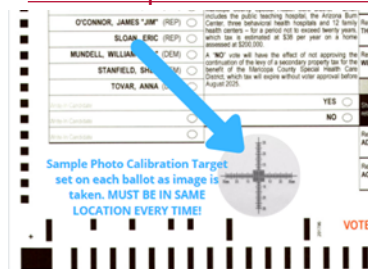
3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities

ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot



for every single image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device

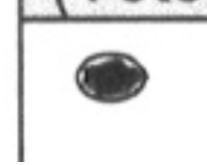
will become part of the permanent DBI record.

iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto

iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed upon and attached hereto so

that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

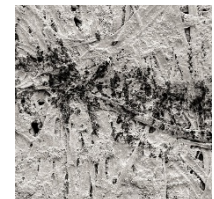


(a) Digital High Magnification Images (DMI) of the Presidential Voted Oval (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.

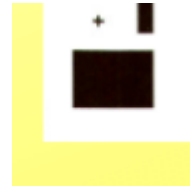
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The Presidential Voted Oval DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the President Voted Oval will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

- 1. 1st High Magnification Capture is the DMI-V**
- 2. 2nd High Magnification Capture is the DMI-F**
- 3. 3rd High Magnification Capture is the DMI-C**
- 4. OPTIONAL 4th High Magnification Capture is the DMI-UV**

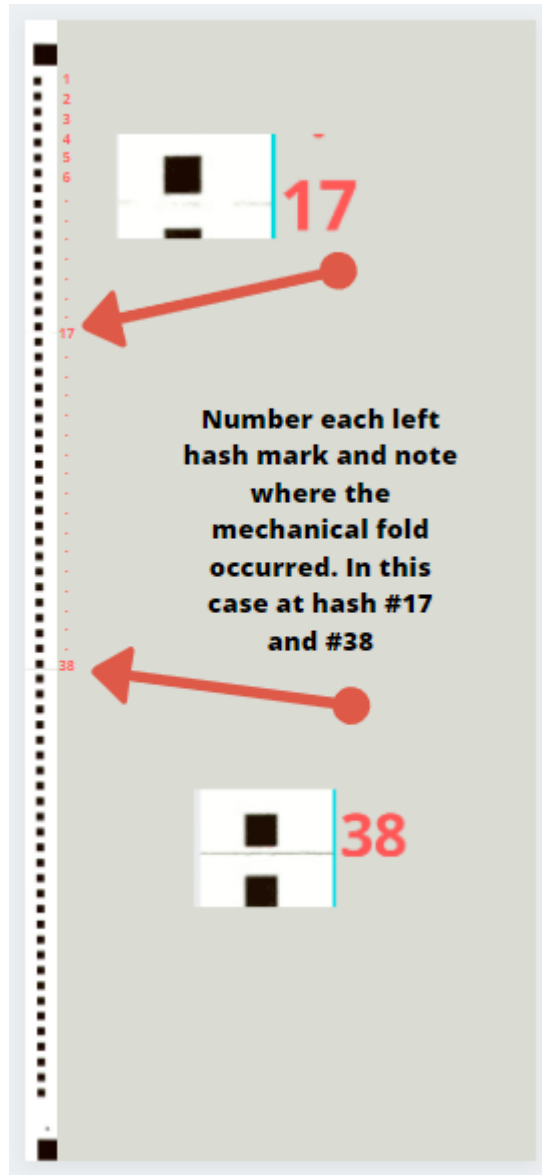
(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot

c. Notation if the Ballot has been folded (as in a legally mail-in ballot).
Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a “machine target area” for detailed analysis by computer vision. What we are looking for is where the “authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

(a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report

(b) On-Site Analysis Report of Visual Findings

(c) Ballot Number Analysis Report

(d) Ballot Cast Analysis Report

(e) Vote Cast Analysis Report

(f) Texture and/or Fiber Analysis Report

(g) Frequency or Duplication Analysis Report

(h) Ballot Format Analysis and Report

(i) Mail-In Human Dynamics Analysis and Report

(j) Printer and Print Manufacture Variance Analysis Report

(k) Discrepancy Analysis and Report

(l) Independent Cross Confirming Forensic Analysis Report of Findings

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

Contractor will supply 11 individual Official Reports and Conduct Ten (10) individual services with applied Computer Vision, Machine Learning and Artificial Intelligence Kinematic Artifact Detection Platform and Systems. These individual services are billed at a fixed rate of .10 per ballot image analysed based on 10 individual reports and **a volume of 2.1 million digital ballot images**. We have not a set fee per image **included the 6.3 million additional DMI-B, DMI-F and DMI-C images to be processed**, but however providing a “fixed set-budget” for this Agreement.

Considering there are 2.1 million ballots to be analysed and reported upon the Gross Billed Amount is \$2,100,000 (Two Million One Hundred Thousand Dollars).

The charges for the Services are: \$_____ have been pre-negotiated at a fixed flat rate of .10 per ballot, based on an estimated 2.1 million ballots images to be processed. This rate is strictly confidential and cannot be shared with outside sources, specifically the deep discounting which has been applied.

Therefore, with discounts applied the total billing for this Agreement for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows:-

~~[\$_____ Terms are ½ upon execution of the Agreement and \$_____ upon completion of the Services]. Invoicing and terms of payment shall be as, i.e., \$105,000.00 (One Hundred Five Thousand Dollars), and the remaining ½ of \$105,000.00 (One Hundred Five Thousand Dollars), due immediately delivery of the Official Published and Bound Reports by Contractor.~~

Payments and any amount due will be submitted to the offices of Attorney Steve Green - Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas 75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided in Article 5 of the Agreement by Attorney Steve Green of Richardson Koudelka.

8 TERM/PROJECT SCHEDULE

Programming will begin immediately after the first payment is received as defined herein.

Depending on numerous variables, programming could take as long as 25 days and processing and finalizing each individual report could take as long as 25 workdays.

There is no fixed way to determine the processing and image analysis time until the time the first 10,000 image sets (per category) are processed. At such time as each initial 10,000 images have been proceeded and fully analysed Contractor will be able to narrowly define the final delivery date of the Official Published Reports.

NOTE: Professional Binding of the Official Reports can take up to 10 days

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor: - 423 Catkins Maize, LLC

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. ~~BACKGROUND SCREENING MEASURES~~

The pre-employment background investigations include the following search components for U.S. employees and the equivalent if international employees:

- ~~10-Year Criminal History Search — Statewide and/or County Level~~
- ~~10-Year Criminal History Search — U.S. Federal Level~~
- ~~Social Security Number Validation~~
- ~~Restricted Parties List~~

Criminal History — State-wide or County:

~~Criminal records are researched in the applicant's residential jurisdictions for the past seven years. records are researched through State-wide repositories, county/superior courts and/or lower/district/municipal courts. Generally, a State-wide criminal record search will be made in states where a central repository is accessible. Alternately, a county criminal record search will be conducted and may be supplemented by an additional search of lower, district or municipal court records. These searches generally reveal warrants, pending cases, and felony and misdemeanour convictions. If investigation and/or information provided by the applicant indicate use of an aka/alias, additional searches by that name must be conducted.~~

Criminal History — Federal:

~~Federal criminal records are researched through the U.S. District Court in the applicant's federal jurisdiction for the past seven years. This search generally reveals warrants, pending cases and convictions based on federal law, which are distinct from state and county violations. The search will include any AKAs/aliases provided or developed through investigation.~~

Social Security Trace:

~~This search reveals all names and addresses historically associated with the applicant's provided number, along with the date and state of issue. The search also verifies if the number is currently valid and logical or associated with a deceased entity. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation.~~

Compliance Database or Blacklist Check:

This search shall include all of the specified major sanctioning bodies (UN, OFAC, European Union, Bank of England), law enforcement agencies, regulatory enforcement agencies, non-regulatory agencies, and high-profile persons (to include wanted persons, and persons who have previously breached US export regulation or violated World Bank procurement procedures including without limitation the lists specified below:

A search shall be made of multiple National and International restriction lists, including the Office of Foreign Asset Control (OFAC) Specially Designated Nationals (SDN), Palestinian Legislative Council (PLC), Defense Trade Controls (DTC) Debarred Parties, U.S. Bureau of Industry and Security Denied Persons List, U.S. Bureau of Industry and Security Denied Entities List, U.S. Bureau of Industry and Security Unverified Entities List, FBI Most Wanted Terrorists List, FBI Top Ten Most Wanted Lists, FBI Seeking Information, FBI Seeking Information on Terrorism, FBI Parental Kidnappings, FBI Crime Alerts, FBI Kidnappings and Missing Persons, FBI Televised Sexual Predators, FBI Fugitives — Crimes Against Children, FBI Fugitives — Cyber Crimes, FBI Fugitives — Violent Crimes: Murders, FBI Fugitives — Additional Violent Crimes, FBI Fugitives — Criminal Enterprise Investigations, FBI Fugitives — Domestic Terrorism, FBI Fugitives — White Collar Crimes, DEA Most Wanted Fugitives, DEA Major International Fugitives, U.S. Marshals Service 15 Most Wanted, U.S. Secret Service Most Wanted Fugitives, U.S. Air Force Office of Special Investigations Most Wanted Fugitives, U.S. Naval Criminal Investigative Services (NCIS) Most Wanted Fugitives, U.S. Immigration and Customs Enforcement (ICE) Most Wanted Fugitives, U.S. Immigration & Customs Enforcement Wanted Fugitive Criminal Aliens, U.S. Immigration & Customs Enforcement Most Wanted Human Smugglers, U.S. Postal Inspection Service Most Wanted, Bureau of Alcohol, Tobacco, and Firearms (ATF) Most Wanted, Politically Exposed Persons List, Foreign Agent Registrations List, United Nations Consolidation Sanctions List, Bank of England Financial Sanctions List, World Bank List of Ineligible Firms, Interpol Most Wanted List, European Union Terrorist List, OSFI Canada List of Financial Sanctions, Royal Canadian Mounted Police Most Wanted, Australia Department of Foreign Affairs and Trade List, Russian Federal Fugitives, Scotland Yard's Most Wanted, and the World's Most Wanted Fugitives.

EXHIBIT 3. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form),) and tally sheets, ~~audit plans and strategies, reports, software, data (including without limitation data obtained from voting machines or other election equipment), trade secrets, operational plans, know-how, lists, or information derived therefrom~~ (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I view, read, examine, or assemble during the course of my work on the Audit, ~~whether or not I~~

~~participate in the construction of such materials or information~~, have never been and shall never be my own intellectual property.

7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida corporation, (the “Client”), and 423 Catkins Maize, LLC, a Utah limited liability company and technology service provider (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT

2.1 **Components of the Agreement.** The Agreement consists of:

- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
- (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
- (c) Any additional Statements of Work executed by the Parties pursuant to this

Agreement, including the Schedules referenced in each such Statement of Work.

- 2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.
- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate (the “Senate MSA”) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate (the “Senate SOW”), the Senate MSA and SOW shall govern.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in this Article 3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.

3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.

3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor's breach, upon fourteen (1430) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor an amount that will be determined on a pro rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of days in which Services have been provided fully as contracted.

3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default.

3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the "Escrow"), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information

Commented [1]: NO this is not going to happen. NOT sure what you dont understand. BUT this is NOT repeat NOT an hourly gig. We will expend the full amount programing wise just to begin.

Commented [2]: Mark not too sure what you are not getting about flat fee. OR we can go to \$1.00 per ballot processed, with programming fee up front and then you can cut it off with notice.????

that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) "End Client" shall mean the Arizona State Senate.
- (b) "Services" shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) "Work Product" shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services, pursuant to a Statement of Work. "Work Product" specifically excludes any of Contractor's Intellectual Property.
- (d) "Contractor's Intellectual Property" shall mean all of Contractor's rights, title and interest in and to the right to perform Contractor's particular Services, including, but not limited to patents and patents pending, all inventions, and derivatives thereof for the Contractor to exercise its Intellectual Property, including Contractor's technology skills, know-how, expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, and computer programs including any source code or object code, patents, patents pending, patents in process, designs, non-report data maps, and procedures, developed by Contractor in connection with the performance of the Services hereunder.
- (e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

- 4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such

Services in a prompt, professional, diligent, and workmanlike manner. The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards [for the purpose of the work being performed](#).

- 4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor as needed by Contractor to performed its duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement on a timely basis to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.
- 4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.
- 4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.7 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to

Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

a. The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.

4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client (“End Client”). The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.

4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not

publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client.

5 OWNERSHIP RIGHTS - USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the "Senate MSA") attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 - Proprietary Rights, Sub-Section 7.3 of the Senate MSA, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA- Proprietary Rights, Sub-Section 7.3 .. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor's report as defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION - attached hereto.
 - 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created

are the property of the Client and its client as provided in the Senate MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposes for the purpose of reading and understanding the published reports of the Contractor.

5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 - Proprietary Rights, Sub-Section 7.3 of the Senate MSA.

5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.

5.5.a Client acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.

5.5.b Furthermore, Client acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.

5.6 Client intends to use and include in reports to the End Client the Contractors Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the "Senate SOW"). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the End Client and shall be considered "works made for hire" within the

meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended.

- 5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor’s right to Contractor’s technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the “works made for hire” clause in Section 5.6 above shall not be retroactive and does not apply to any Contractor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor’s technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.
- 5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.
- 5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.
- 6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 6.3 **Payment Terms.** All invoices are due upon receipt. Before start of work, and part of the unique programming required to perform the services for the Client, Contractor shall be paid ½ of its total fixed fee. The second ½ installment is paid immediately upon the delivery and transmittal of the final Official Scientific Reports for the Client and/or End Client.
- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data

for Contractors proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as “New Data”. Contactor is not utilizing any intellectual property of Client (“Client’s Intellectual Property”) under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client’s Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client’s Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as crated and facilitated by the Contractor’s Intellectual Property. Contractor’s permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.

6.7 **Contractor’s Proprietary Rights.** Contractor owns all right, title and interest in and to the unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor’s work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to Contractor's Intellectual Property or any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques used by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques solely for purposes of this Agreement. Client's permitted license to the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the Contractor's patents pending, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the

Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

7.2 **Nondisclosure Obligations.** The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

7.3 **Injunction.** The Receiving Party agrees that breach of this Section 7 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7.4 **Return.** Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.

7.5 **Third Party Hack.** Contractor shall not be liable for any breach of this Section 7.8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.

Commented [3]: We have ZERO ZERO ZERO access to your servers for any reason

7.6 **Retained Custody of Ballots.** The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.

7.7 **Survival.** This Section 7 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 7 shall survive for as long as such Confidential Information remains in such party's possession.

8 No SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the

annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

Contractor and Client agree that during the term of this Agreement and for a period of twelve (12) months thereafter, ~~Contractor and Client~~ Contractor will not attempt to sell any of Contractor's services directly to any of Client's existing Customers, unless precoordinated with the Client. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; or (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client.

In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

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Commented [4]: Our two companies DO NOT do the same thing, we do totally different but complimentary things. WE do not touche servers, voting machines, etc.. This is really too too nebulous and needs to be tightened up. I can too easily be misconstrued. If we do states we plan to refer Doug to do the data and manage the gig....

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10 DATA PROTECTION

10.3 **Applicability.** This Article 10 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

- (a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

10.4 **Definitions.** For purposes of this Article 10:

- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
- (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

10.5 **Contractor’s Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

10.6 **Disclosures.** Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (iii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client

in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.

- 10.7 **Demonstrating Compliance.** Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.8 **Liability and Costs.** Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.3 **End Client Data.** Except as is required by Section 11.2, End Client Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client Data is required.
- 11.4 **Client's Intellectual Property and Confidential Information.** All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

12 REPRESENTATIONS AND WARRANTIES

- 12.3 **Representations and Warranties of Client.** Client represents and warrants to Contractor as follows:
- (b) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of

the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.

- (c) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (d) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.4 Representations and Warranties of Contractor. Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date congruent with the signing of this Agreement, Contractor (i) is a specific limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to

Contractor.

12.5 Additional Warranties of Contractor. Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. However, certain aspects of Contractor's work and work product are unique and performed in accordance, reporting, and publishing standards established by the Contractor as outlined in Exhibit 1, Form of Statement of Work.
- (d) Contractor and its agents have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15, IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 13, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 8, LIABILITY TO CLIENT

ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

15.3 **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

15.4 **Contractor Indemnity.** Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses

(including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

15.5 Client Indemnity. Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation that (i) the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party

claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

15.6 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

15.7 This Article 15 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

16.3 Neither party can predict the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of any final empirical results. Once the Contractor's obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work other entities shall responsible for interpreting the final results of such scientific evidence presented within the Contractor's

Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

17 FORCE MAJEURE

- a. Neither party shall be liable to the other for failure to perform or delay in performance of its
 - b. obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.3 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.3 **Independent Contractors-No Joint Venture.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.4 **Entire Agreement, Updates, Amendments and Modifications.** The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including

the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.

- 18.5 **Waiver.** No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.6 **Severability.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.7 **Cooperation in Defence of Claims.** The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.
- 18.8 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.9 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.10 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or

(ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 18.8 acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment of an email for purposes of this section 18.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

18.11 **No Third-Party Beneficiaries.** With the exception of the End Client, the Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

18.12 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.

b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Florida which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.

18.13 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.14 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to

include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: _____

Title: _____

-

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

(e) **EXHIBIT 1. FORM OF STATEMENT OF WORK**

This Statement of Work (the "Statement of Work") is effective as of as of the ____ day of _____, 20__ (the "Effective Date"), between Cyber Ninjas, Inc., a Florida Corporation, (the "Client"), and 423 Catkins Maize, LLC, (the "Contractor"), and is deemed to be incorporated into that certain Master Service Agreement dated (the "Master Agreement") [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the "Agreement").

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the "Deviations from Terms of the Master Agreement" Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
 - (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
 - a. Comparative analysis report of the finding documented on paper during the on-site audit as it relates to specific items to**

be manually checked on behalf of Contractor - to the Kinematic Artifact Detection Analysis performed by the Contractor

(b) On-Site Analysis Report of Visual Findings

- a. Our - as a third party- analysis of the findings documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor

(c) Ballot Number Analysis Report

- a. Report on ballot sequencing events (if ballot numbers can be obtained) to discover any irregular processing and tally patterns - if they exist

(d) Ballot Cast Analysis Report

- a. Overall report of the Kinematic Artifact Detection analysis of the ballots imaged on-site and report on whether they meet the printing rhythm standards set for all elections, inclusion in out of sequence irregularities

(e) Vote Cast Analysis Report

- a. Overall report of the Kinematic Artifact Detections tallying of the votes represented on the image of the ballots

(f) Texture and/or Fiber Analysis Report

- a. Overall report, based on the quality and integrity of the images provided by the client, as to the "data bin" analysis of the various textures and/or fiber patterns of the ballots. Used to ascertain how many different papers were potentially used to print the ballots

(g) Frequency or Duplication Analysis Report

- a. Overall report on any and all duplicate ballots found and where those duplicate ballots occur within a frequency report. This report is designed to reveal batch loading and tallying of duplicated ballots with locked print rhythms

(h) Ballot Format Analysis and Report

- a. Overall report of the sizing of the ballots and did they confirm with local, state and federal election standards

(i) Mail-In Human Dynamics Analysis and Report

a. Overall report detailing what votes were cast by human hand and what votes were cast by machine imprint. This report is to be checked against the mail in ballots and any spoils within those ballots. All mail-in ballots should be bycast by human hand. If not cast by human hand in mail-in ballots then only can be accounted for by legal spoiled ballot and any non human marked would be considered fraudulent

(j) Printer and Print Manufacture Variance Analysis Report

a. Overall detection report based on the mechanical features of the ballots when they were legally printed (such as checking for folds and imprinting processes). Any legal mail-in ballot should reflect mechanical fold marks if it were to be legally mailed (unless it is a replacement spoiled ballot)

(k) Discrepancy Analysis and Report

a. Charting and detailing all Kinematic Artifact Detection analysis and how they cross correlate to each other and what they disclose

(l) Independent Cross Confirming Forensic Analysis Report of Findings

a. Third party independent review of specific samples and findings for cross confirmation from a Forensic Document Examination Review

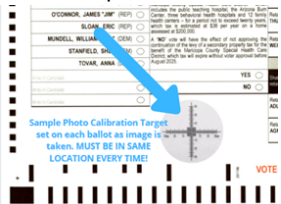
3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities

- ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single image captured) a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.



- iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto
- iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:



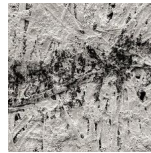
- (a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.
 - i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
 - ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
 - iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and

provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings

- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot. The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken



(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

1. 1st High Magnification Capture is the DMI-V

2. 2nd High Magnification Capture is the DMI-F

3. 3rd High Magnification Capture is the DMI-C

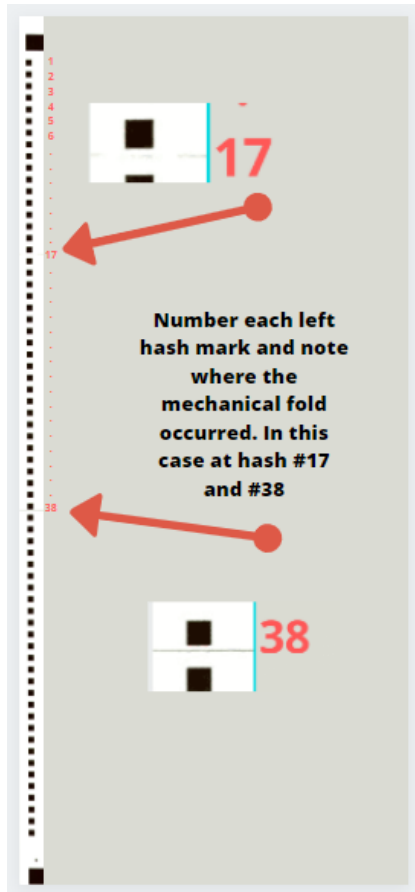
4. OPTIONAL 4th High Magnification Capture is the DMI-UV

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a "machine target area" for detailed analysis by computer vision. What we are looking for is where the "authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) On-Site Analysis Report of Visual Findings**
- (c) Ballot Number Analysis Report**
- (d) Ballot Cast Analysis Report**
- (e) Vote Cast Analysis Report**
- (f) Texture and/or Fiber Analysis Report**
- (g) Frequency or Duplication Analysis Report**
- (h) Ballot Format Analysis and Report**
- (i) Mail-In Human Dynamics Analysis and Report**
- (j) Printer and Print Manufacture Variance Analysis Report**
- (k) Discrepancy Analysis and Report**
- (l) Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT - To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

~~Contractor will supply 11 individual Official Reports and Conduct Ten (10) individual services with applied Computer Vision, Machine Learning and Artificial Intelligence Kinematic Artifact Detection Platform and Systems. These individual services are billed at a fixed rate of .10 per ballot image analysed based on 10 individual reports and a volume of 2.1 million digital ballot images. We have not a set fee per~~

~~image included the 6.3 million additional DMI-B, DMI-F and DMI-C images to be processed, but however providing a “fixed set budget” for this Agreement.~~

~~Considering there are 2.1 million ballots to be analysed and reported upon the Gross Billed Amount is \$2,100,000 (Two Million One Hundred Thousand Dollars).~~

~~The charges for the Services have been pre-negotiated at a fixed flat rate of .10 per ballot, based on an estimated 2.1 million ballots images to be processed. This rate is strictly confidential and cannot be shared with outside sources, specifically the deep discounting which has been applied.~~

~~Therefore, With discounts applied the total fee billing for this Agreement for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.~~

~~Terms are ½ upon execution of the Agreement, i.e., **\$105,000.00** (One Hundred Five Thousand Dollars), and the remaining ½ of **\$105,000.00** (One Hundred Five Thousand Dollars), due immediately delivery of the Official Published and Bound Reports by Contractor.~~

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas 75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.

8 TERM/PROJECT SCHEDULE

Programming will begin immediately after the first payment is received as defined herein.

Depending on numerous variables, programming could take as long as 25 days and processing and finalizing each individual report could take as long as 25 workdays; ~~however, work done to complete reports can be done concurrently.~~

There is no fixed way to determine the processing and image analysis time until the time the first 10,000 image sets (per category) are processed. At such time as each

Commented [6]: Incorrect, all reports are individual and interdependent

initial 10,000 images have been proceeded and fully analysed Contractor will be able to narrowly define the final delivery date of the Official Published Reports.

NOTE: Professional Binding of the Official Reports can take up to 10 days

ALL REPORTS FROM CONTRACTOR WILL BE DUE TO CLIENT NO LATER THAN ONE WEEK PRIOR TO CLIENT'S SUBMISSION OF ITS FINAL REPORT TO THE ARIZONA STATE SENATE PURSUANT TO THE PROJECT SCHEDULE SET FORTH IN THE SENATE MSA STATEMENT OF WORK.

Commented [7]: 1000% NO GO. We have processing time and it is what it is PERIOD

(f) **9 SIGNATURE & ACKNOWLEDGEMENT**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

(g) EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an

actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____

Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida corporation, (the “Client”), and 423 Catkins Maize, LLC, a Utah limited liability company and technology service provider (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT

- 2.1 **Components of the Agreement.** The Agreement consists of:
- (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties

pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.

- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate (the “Senate MSA”) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate (the “Senate SOW”), the Senate MSA and SOW shall govern.

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in this Article 3 (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon fourteen (14~~30~~) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor **an amount that will be determined on a pro rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of days in which Services have been provided fully as contracted.**
- 3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of

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Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default.

- 3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) “End Client” shall mean the Arizona State Senate.
- (b) “Services” shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services, pursuant to a Statement of Work. “Work Product” specifically excludes any of Contractor’s Intellectual Property.
- (d) “Contractor’s Intellectual Property” shall mean all of Contractor’s rights, title and interest in and to the right to perform Contractor’s particular Services, including, but not limited to patents and patents pending, all inventions, and derivatives thereof for the Contractor to exercise its Intellectual Property, including Contractor’s technology skills, know-how, expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, and computer programs including any source code or object code, patents, patents pending, patents in process, designs, non-report data maps, and procedures, developed by Contractor in connection with the performance of the Services hereunder.
- (e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client

in accordance with the applicable Statement of Work and the Agreement.

- 4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards
- 4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor as needed by Contractor to performed its duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement on a timely basis to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.
- 4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.
- 4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.
- 4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.
- 4.7 **Change of Services.** "Change of Services" means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and

Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

a. The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.

4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client (“End Client”). The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.

4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client.

5 OWNERSHIP RIGHTS – USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the “Senate MSA”) attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA– Proprietary Rights, Sub-Section 7.3 .. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor’s report as defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION – attached hereto.
 - 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created are the property of the Client and its client as provided in the Senate MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposed for the purpose of reading and understanding the published reports of the Contractor.
 - 5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA.

- 5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor’s unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
- 5.5.a Client acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.
- 5.5.b Furthermore, Client acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.
- 5.6 Client intends to use and include in reports to the End Client the Contractors Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the “Senate SOW”). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered “works made for hire” within the meaning of the Copyright Act of 1976 as amended.
- 5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor’s right to Contractor’s technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the “works made for hire” clause in Section 5.6 above shall not be retroactive and does not apply to any Contactor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor’s technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.

- 5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.
- 5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

- 6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.
- 6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.
- 6.3 **Payment Terms.** All invoices are due upon receipt. Before start of work, and part of the unique programing required to perform the services for the Client, Contractor shall be paid ½ of its total fixed fee. The second ½ installment is paid immediately upon the delivery and transmittal of the final Official Scientific Reports for the Client and/or End Client.
- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties.
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor,

Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data for Contractor's proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as "New Data". Contractor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**

- 6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client's Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as created and facilitated by the Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.
- 6.7 **Contractor's Proprietary Rights.** Contractor owns all right, title and interest in and to the unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to Contractor's Intellectual Property or any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and

techniques used by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques solely for purposes of this Agreement. Client's permitted license to the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

- 7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the Contractor's patents pending, trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files, studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.
- 7.2 **Nondisclosure Obligations.** The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance,

but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

- 7.3 **Injunction.** The Receiving Party agrees that breach of this Section 7 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 7.4 **Return.** Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 7.5 **Third Party Hack.** Contractor shall not be liable for any breach of this Section 7.5 resulting from a hack or intrusion by a third party into Client's network or information technology [systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor' gross negligence or wilful misconduct.](#) For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 7.6 **Retained Custody of Ballots.** The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.
- 7.7 **Survival.** This Section 7 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the

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obligations under this Section 7 shall survive for as long as such Confidential Information remains in such party's possession.

8 NO SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

Contractor and Client agree that during the term of this Agreement and for a period of twelve (12) months thereafter, ~~Contractor and Client~~ Contractor will not attempt to sell any of Contractor's services directly to any of Client's existing Customers, unless precoordinated with the Client. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; or (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client. In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

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10 DATA PROTECTION

- 10.3 **Applicability.** This Article 10 shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.
- (a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.
- 10.4 **Definitions.** For purposes of this Article 10:
- (a) “Personal Data” means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.
- (b) “Privacy Laws” means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.
- 10.5 **Contractor’s Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data. Contractor shall process Personal Data only in accordance with Client’s reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor’s rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client’s complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client’s instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.
- 10.6 **Disclosures.** Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client’s reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to

the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.

- 10.7 **Demonstrating Compliance.** Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.8 **Liability and Costs.** Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.3 **End Client Data.** Except as is required by Section 11.2, End Client Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client Data is required.
- 11.4 **Client's Intellectual Property and Confidential Information.** All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential Information that is contained or embedded within other documents, files, materials, data, or media) shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 15, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

12 REPRESENTATIONS AND WARRANTIES

- 12.3 **Representations and Warranties of Client.** Client represents and warrants to Contractor as follows:
- (b) Organization; Power. As of the Effective Date, Client (i) is a corporation, duly organized, validly existing and in good standing under the Laws of the State of Florida, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
 - (c) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.

(d) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.4 **Representations and Warranties of Contractor.** Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date congruent with the signing of this Agreement, Contractor (i) is a specific limited liability company, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

12.5 **Additional Warranties of Contractor.** Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. However, certain aspects of Contractor's work and work product are unique and performed in accordance, reporting, and publishing standards established by the Contractor as outlined in Exhibit 1, Form of Statement of Work.
- (d) Contractor and its agents have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and possess the necessary qualifications, expertise, and skills to perform the

Services;

- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15, IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE 13, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15 AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE 8, LIABILITY TO CLIENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL

BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

“Indemnified Parties” shall mean, (i) in the case of Contractor, Contractor, and each Contractor’s respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client’s respective owners, directors, officers, employees, contractors, and agents.

15.3 **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party’s gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.

15.4 **Contractor Indemnity.** Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney’s fees) (“Damages”) actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party’s patent, copyright, trade secret, or other intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor’s gross negligence or wilful misconduct (“Indemnified Claims”). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client’s behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

15.5 **Client Indemnity.** Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation that (i) the Client’s data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client’s data is accessed, provided to or received by

Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor. Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.

- 15.6 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.
- 15.7 This Article 15 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

- 16.3 Neither party can predict the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of any final empirical results. Once the Contractor's obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work other entities shall responsible for interpreting the

final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

17 FORCE MAJEURE

- a. Neither party shall be liable to the other for failure to perform or delay in performance of its
 - b. obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.
- 17.3 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.3 **Independent Contractors-No Joint Venture**. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.4 **Entire Agreement, Updates, Amendments and Modifications**. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.

- 18.5 **Waiver**. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.6 **Severability**. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.7 **Cooperation in Defence of Claims**. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.
- 18.8 **Counterparts**. The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.9 **Binding Nature and Assignment**. The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.10 **Notices**. Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 18.8 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 18.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd

Suite 109-421
Sarasota, FL 34232

Email: legal@cyberminjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,

Ste. 450,

Dallas, Texas 75219,

Email: sgreen@rklawtexas.com

18.11 **No Third-Party Beneficiaries.** With the exception of the End Client, the Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.

18.12 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).

- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.

b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in Florida which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in any such action.

18.13 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.14 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word "including" and words of similar import shall mean "including, without limitation," (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: _____

Title: _____

-

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

(e) **EXHIBIT I. FORM OF STATEMENT OF WORK**

This Statement of Work (the “Statement of Work”) is effective as of as of the _____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and 423 Catkins Maize, LLC, (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 **Introduction.** The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 **Definitions.** Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 **Services.** Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following Reports and Analysis based on the digital images and information provided by Client to Contractor:
 - (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
 - a. **Comparative analysis report of the finding documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor - to the Kinematic Artifact Detection Analysis performed by the Contractor**
 - (b) **On-Site Analysis Report of Visual Findings**

- a. Our - as a third party- analysis of the findings documented on paper during the on-site audit as it relates to specific items to be manually checked on behalf of Contractor
- (c) Ballot Number Analysis Report
 - a. Report on ballot sequencing events (if ballot numbers can be obtained) to discover any irregular processing and tally patterns - if they exist
- (d) Ballot Cast Analysis Report
 - a. Overall report of the Kinematic Artifact Detection analysis of the ballots imaged on-site and report on whether they meet the printing rhythm standards set for all elections, inclusion in out of sequence irregularities
- (e) Vote Cast Analysis Report
 - a. Overall report of the Kinematic Artifact Detections tallying of the votes represented on the image of the ballots
- (f) Texture and/or Fiber Analysis Report
 - a. Overall report, based on the quality and integrity of the images provided by the client, as to the “data bin” analysis of the various textures and/or fiber patterns of the ballots. Used to ascertain how many different papers were potentially used to print the ballots
- (g) Frequency or Duplication Analysis Report
 - a. Overall report on any and all duplicate ballots found and where those duplicate ballots occur within a frequency report. This report is designed to reveal batch loading and tallying of duplicated ballots with locked print rhythms
- (h) Ballot Format Analysis and Report
 - a. Overall report of the sizing of the ballots and did they confirm with local, state and federal election standards
- (i) Mail-In Human Dynamics Analysis and Report
 - a. Overall report detailing what votes were cast by human hand and what votes were cast by machine imprint. This report is to be checked against the mail in ballots and any spoils within those ballots. All mail-in ballots should be bycast by human hand. If not cast by human hand in mail-in ballots then only can be accounted for by legal spoiled ballot and any non human marked would be considered fraudulent
- (j) Printer and Print Manufacture Variance Analysis Report
 - a. Overall detection report based on the mechanical features of the ballots when they were legally printed (such as checking for folds and imprinting processes). Any

legal mail-in ballot should reflect mechanical fold marks if it were to be legally mailed (unless it is a replacement spoiled ballot)

(k) Discrepancy Analysis and Report

- a. Charting and detailing all Kinematic Artifact Detection analysis and how they cross correlate to each other and what they disclose

(l) Independent Cross Confirming Forensic Analysis Report of Findings

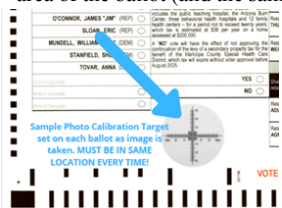
- a. Third party independent review of specific samples and findings for cross confirmation from a Forensic Document Examination Review

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja's for the 2020 General Election held in Maricopa County, Arizona

- i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities
- ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single image captured)



a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

- iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto
- iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

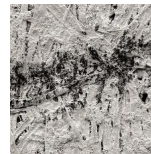
(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.



- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot.



The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken

(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)
- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

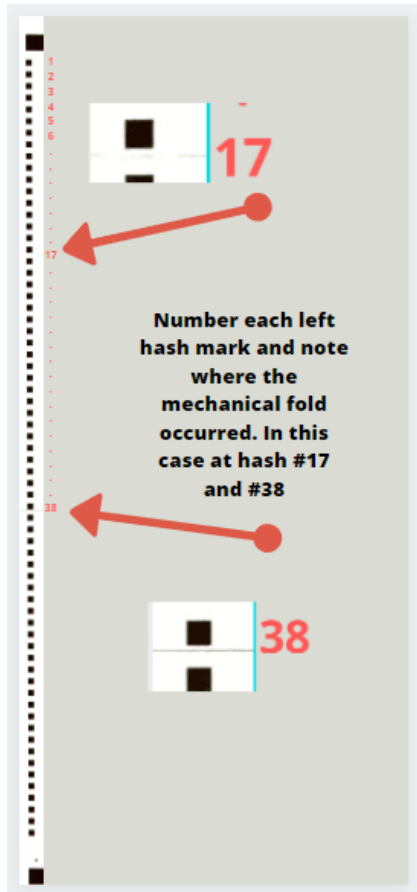
1. **1st High Magnification Capture is the DMI-V**
2. **2nd High Magnification Capture is the DMI-F**
3. **3rd High Magnification Capture is the DMI-C**
4. **OPTIONAL 4th High Magnification Capture is the DMI-UV**

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a "machine target area" for detailed analysis by computer vision. What we are looking for is where the "authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) **On-Site Analysis Report of Visual Findings**
- (c) **Ballot Number Analysis Report**
- (d) **Ballot Cast Analysis Report**
- (e) **Vote Cast Analysis Report**
- (f) **Texture and/or Fiber Analysis Report**
- (g) **Frequency or Duplication Analysis Report**
- (h) **Ballot Format Analysis and Report**
- (i) **Mail-In Human Dynamics Analysis and Report**
- (j) **Printer and Print Manufacture Variance Analysis Report**
- (k) **Discrepancy Analysis and Report**
- (l) **Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

~~Contractor will supply 11 individual Official Reports and Conduct Ten (10) individual services with applied Computer Vision, Machine Learning and Artificial Intelligence Kinematic Artifact Detection Platform and Systems. These individual services are billed at a fixed rate of .10 per ballot image analysed based on 10 individual reports and a volume of 2.1 million digital ballot images. We have not a set fee per image included the 6.3 million additional DMI-B, DMI-F and DMI-C images to be processed, but however providing a “fixed set budget” for this Agreement.~~

~~Considering there are 2.1 million ballots to be analysed and reported upon the Gross Billed Amount is \$2,100,000 (Two Million One Hundred Thousand Dollars).~~

~~The charges for the Services have been pre-negotiated at a fixed flat rate of .10 per ballot, based on an estimated 2.1 million ballots images to be processed. This rate is strictly confidential and cannot be shared with outside sources, specifically the deep discounting which has been applied.~~

~~Therefore, With discounts applied the total fee-billing for this Agreement for Services is fixed at: \$210,000.00 (Two Hundred Ten Thousand Dollars) to be paid as follows.~~

~~Terms are ½ upon execution of the Agreement, i.e., \$105,000.00 (One Hundred Five Thousand Dollars), and the remaining ½ of \$105,000.00 (One Hundred Five Thousand Dollars), due immediately delivery of the Official Published and Bound Reports by Contractor.~~

~~Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas 75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.~~

8 TERM/PROJECT SCHEDULE

Programming will begin immediately after the first payment is received as defined herein.

Depending on numerous variables, programming could take as long as 25 days and processing and finalizing each individual report could take as long as 25 workdays; ~~however, work done to complete reports can be done concurrently.~~

There is no fixed way to determine the processing and image analysis time until the time the first 10,000 image sets (per category) are processed. At such time as each initial 10,000 images have been proceeded and fully analysed Contractor will be able to narrowly define the final delivery date of the Official Published Reports.

NOTE: Professional Binding of the Official Reports can take up to 10 days

~~ALL REPORTS FROM CONTRACTOR WILL BE DUE TO CLIENT NO LATER THAN ONE WEEK PRIOR TO CLIENT'S SUBMISSION OF ITS FINAL REPORT TO THE ARIZONA STATE SENATE PURSUANT TO THE PROJECT SCHEDULE SET FORTH IN THE SENATE MSA STATEMENT OF WORK.~~

Commented [6]: Incorrect, all reports are individual and interdependent

Commented [7]: 1000% NO GO. We have processing time and it is what it is PERIOD

(f) **9 SIGNATURE & ACKNOWLEDGEMENT**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: _____

Title: _____

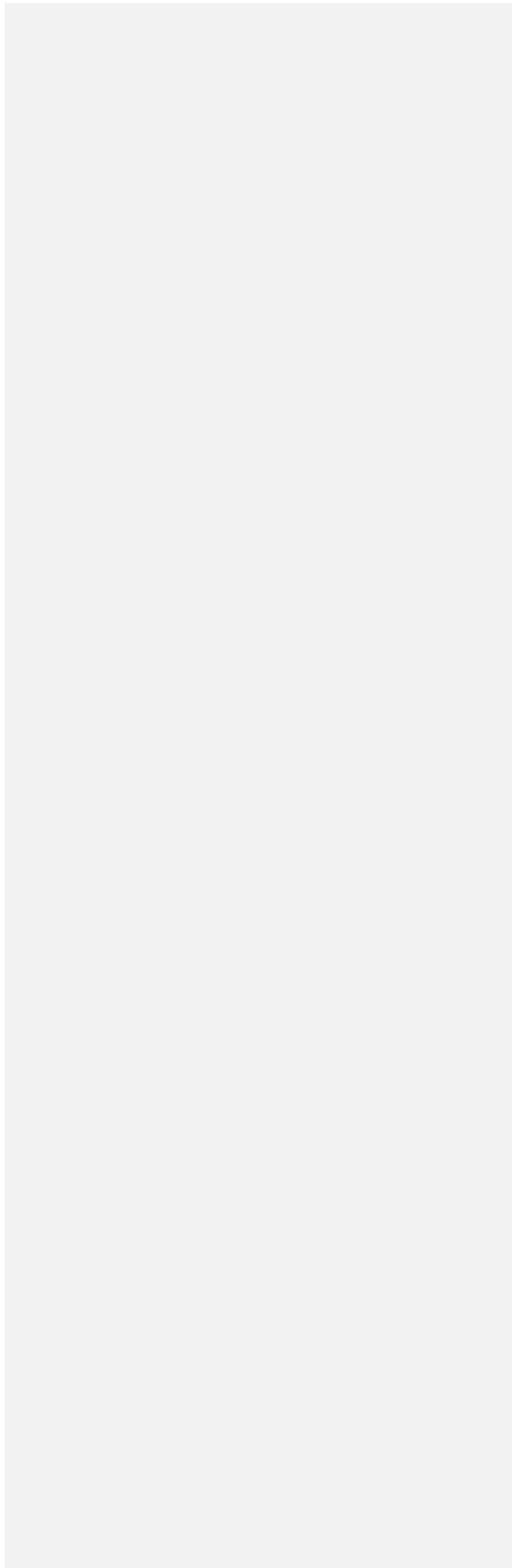
Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant



(g) EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

Nondisclosure Agreement

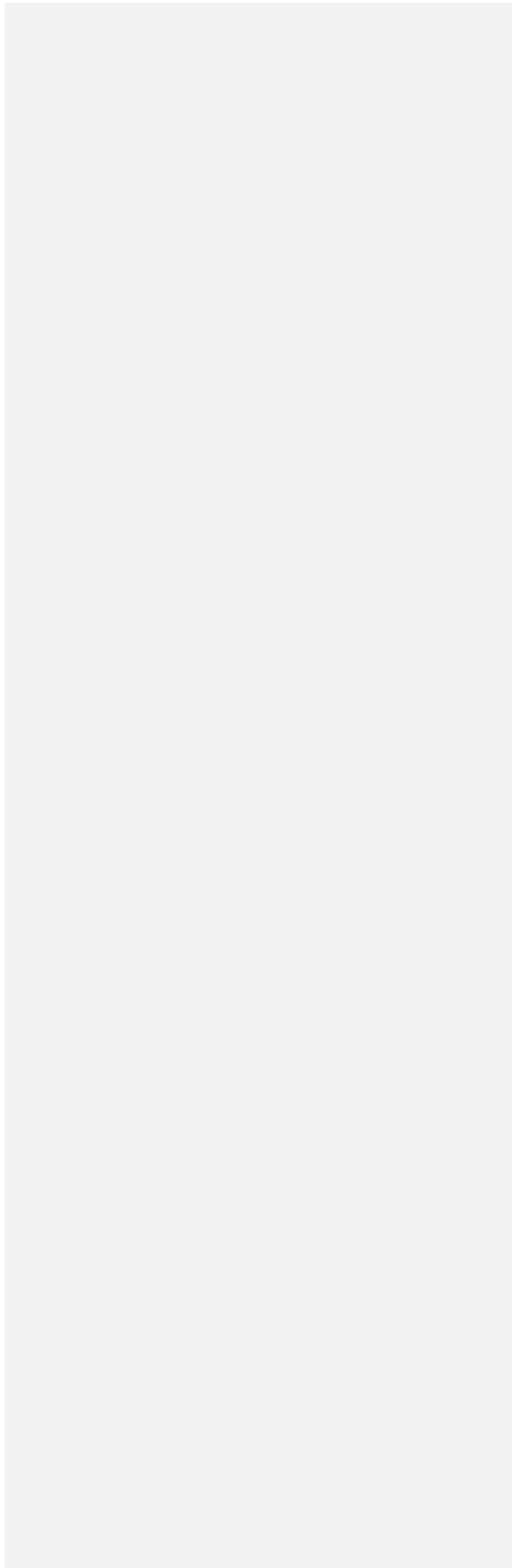
1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the "Audit").
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the "Confidential Information").
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

18.14.1.1

18.14.1.2 Signature: _____

18.14.1.3 Printed Name: _____

18.14.1.4 Date: _____



Cyber Ninjas, Inc. Master Services Agreement

This Master Services Agreement (the “Master Agreement”) is entered into as of the ____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida c€orporation, (the “Client”), and 423 Catkins Maize, LLC, a Utah limited liability company and a technology service provider (the “Contractor”). Client and Contractor are referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Client desires to retain Contractor, and Contractor desires to provide to Client the professional off-site technology services described herein; and

WHEREAS, Client and Contractor desire to establish the terms and conditions that will regulate all relationships between Client and Contractor.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1 SCOPE OF AGREEMENT

This Master Agreement establishes a contractual framework for Contractor’s professional off-site technology services as described herein. The Parties agree to the terms and conditions set forth in this Master Agreement and in any Statement of Work executed by the Parties referencing this Master Agreement. Each Statement of Work is incorporated into this Master Agreement, and the applicable portions of this Master Agreement are incorporated into each Statement of Work. The Statement(s) of Work and this Master Agreement are herein collectively referred to as the “Agreement.”

2 STRUCTURE OF AGREEMENT

- 2.1 **Components of the Agreement.** The Agreement consists of:
 - (a) The provisions set forth in this Master Agreement and the Exhibits referenced herein;
 - (b) The Statement(s) of Work attached hereto, and any Schedules referenced therein; and
 - (c) Any additional Statements of Work executed by the Parties pursuant to this Agreement, including the Schedules referenced in each such Statement of Work.
- 2.2 **Definitions.** All capitalized terms used in the Agreement shall have the meanings as defined where they are used and have the meanings so indicated.
- 2.3 **Statement(s) of Work.** The Services (as defined in Article 4) that Contractor will provide for Client will be described in and be the subject of (i) one or more Statements of Work executed by the Parties

pursuant to this Agreement, and (ii) this Agreement. Each Statement of Work shall be substantially in the form of, and shall include the set of Schedules described in, “Exhibit 1-Form of Statement of Work”, with such additions, deletions and modifications as the Parties may agree.

- 2.4 **Deviations from Agreement, Priority.** In the event of a conflict, the terms of the Statements of Work shall be governed by the terms of this Master Agreement, unless an applicable Statement of Work expressly and specifically notes the deviations from the terms of this Master Agreement for the purposes of such Statement of Work. [In the event of a conflict with the The Cyber Ninjas, Inc. March 31, 2021 Master Services Agreement with the Arizona Senate \(the “Senate MSA”\) and the Cyber Ninjas, Inc. Statement of Work with the Arizona Senate \(the “Senate SOW”\), the Senate MSA and SOW shall govern.](#)

3 TERM AND TERMINATION

- 3.1 **Term of Master Agreement.** The Term of the Master Agreement will begin as of the Effective Date and shall continue until terminated as provided in [this Article 3Section 3.3](#) (the “Term”).
- 3.2 **Term of Statements of Work.** Each Statement of Work will have its own term and will continue for the period identified therein unless terminated earlier in accordance with Section 3.4 (the “Service Term”). In the event that the Service Term on any applicable Statement of Work expires and Services continue to be provided by Contractor and received and used by Client, the terms and conditions of the Master Agreement shall apply until the Services have been terminated.
- 3.3 **Termination of Master Agreement.** Either Party may terminate this Agreement immediately upon written notice to the other Party if there is no Statement of Work in effect.
- 3.4 **Termination of Statement of Work by Client.** A Statement of Work may be terminated by Client, for any reason other than Contractor’s breach, upon [fourteenthirty \(1430\)](#) days prior written notice to Contractor. In such event, (i) Contractor shall cease its activities under the terminated Statement of Work on the effective date of termination; and (ii) Client agrees to pay to Contractor all amounts for any amounts due for any services which are in-process in a technology function or data analysis and/or processing manner. (iii) In the case of fixed price work whereby the effective date of termination is after Contractor has or will commence the Services, Client agrees to pay Contractor [an amount that will be determined on a pro rata basis computed by dividing the total fee for the Service by the number of days required for completion of the Services and multiplying the result by the number of days in which Services have been provided fully as contracted.](#)
- 3.5 **Termination for Breach.** Either party may terminate the Agreement in the event that the other party materially defaults in performing any obligation under this Agreement (including any Statement of

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Work) and such default continues un-remedied for a period of fifteen (15) days following written notice of default.

- 3.6 **Effect of Termination.** Upon termination or expiration of this Agreement and/or a Statement of Work: (i) the parties will work together to establish an orderly phase-out of the Services; (ii) Client will pay Contractor for any amounts due under the Agreement; and (iii) each Party will promptly cease all use of and destroy or return, as directed by the other Party, all Confidential Information of the other Party except for all audit records (including but not limited to work papers, videotapes, images, tally sheets, draft reports and other documents generated during the audit) which will be held in escrow in a safe approved by the GSA for TS/SCI material for a period of three years and available to the Contractor and Client solely for purposes of addressing any claims, actions or allegations regarding the audit (the “Escrow”), provided that, pursuant to Section 14, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party claims arising out of or related to the subject matter of this Agreement.

4 SERVICES

4.1 Definitions.

- (a) “End Client” shall mean ~~the Arizona State Senate, any 3rd party on whose systems, premises, data or similar that the Contractor is performing the work for on behalf of the Client.~~
- (b) “Services” shall mean consulting, training, or any other professional off-site technology services to be provided by Contractor to Client, as more particularly described in a Statement of Work, including any Work Product provided in connection therewith.
- (c) “Work Product” shall mean any deliverables which are created, developed, or provided by Contractor in connection with the Services ~~which are not subject to the Contractor’s Intellectual Property~~, pursuant to a Statement of Work. ~~“Work Product”~~ This specifically excludes any ~~of Contractor’s Intellectual Property~~ ~~or work product created by the Contractor’s Intellectual Property.~~
- (d) “Contractor’s Intellectual Property” shall mean all ~~of Contractor’s~~ rights, title and interest in and to the right to perform ~~its Contractor’s~~ particular Services, including, but not limited to patents and patents pending, all inventions, ~~and~~ derivatives thereof, ~~items or data specifically collected for the Contractor by the Client or its subcontractors~~, for the Contractor to exercise its Intellectual Property, including Contractor’s technology skills, know-how, expertise, ideas, methods, processes, patents and patent pending, notations, documentation, strategies, policies, ~~reports~~ and computer programs including any source code or object code, patents, patents pending, patents in process, designs, ~~non-report~~ data maps, ~~charts, and outlines,~~ procedures, developed by

Contractor in connection with the performance of the Services hereunder.

(e) **Obligation to Provide Services.** Starting on the Commencement Date of each Statement of Work and continuing during each Statement of Work Term, Contractor shall provide the Services described in each such Statement of Work to, and perform the Services for, Client in accordance with the applicable Statement of Work and the Agreement.

4.2 **Contractor's Performance.** Contractor will perform the Services set forth in each Statement of Work, using its knowledge base, Intellectual Property, training, skills, experience, qualifications, and resources to provide and perform the Services in accordance with the Agreement. Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner. ~~The non-unique features and processes of Contractor's work and work product shall conform to at or above industry standards, however the Client acknowledges the work and work product of the Contractor is unique and unmatched in nature and execution and is performed in strict accordance, reporting, and publishing solely established by the Contractor.~~

4.3 **Client's Obligations.** Client acknowledges that Contractor's performance and delivery of the Services are contingent upon: (i) Client providing full access to such information, data images and files, as may be reasonably necessary for Contractor to complete the Services as described in the Statement(s) of Work; and (ii) Client promptly obtaining and providing to Contractor any required licenses, approvals or consents necessary for Contractor's performance of the Services, and (iii) Client obtaining the raw data and transmitting the images to Contractor as needed by Contractor to performed it's duty and analysis as has been previously discussed, charted, detailed, explained and confidentially shared in order to be enabled to enter into this Agreement. Contractor will be excused from its failure to perform its obligations under this Agreement [on a timely basis](#) to the extent such failure is caused by Client's delay in performing or failure to perform its responsibilities under this Agreement and/or any Statement of Work.

4.4 **Location of Services.** Contractor shall provide the Services in a virtual manner, not on-site, congruent with Contractor's Virtual Machine Platform.

4.5 **Status Reports.** Contractor shall keep Client informed of the status of the Services and provide Client with such status reports and other reports and information regarding the Services as reasonably requested by Client.

4.6 **New Services.** During the Term, Client may request that Contractor provide New Services for Client. New Services may be activities that are performed on a continuous basis for the remainder of the Term or activities that are performed on a project basis. Any agreement of the Parties with respect to New Services will be in writing, be mutually agreed to and shall also become a "Service" and be

reflected in an additional Statement of Work hereto or in an amendment to an existing Statement of Work hereunder.

- 4.7 **Change of Services.** “Change of Services” means any change to the Services as set forth in the Statement of Work that (i) would modify or alter the delivery of the Services or the composition of the Services, (ii) would alter the cost to Client for the Services, or (iii) is agreed by Client and Contractor in writing to be a Change. From time to time during the Term, Client or Contractor may propose Changes to the Services.

The following process is required to effectuate a Change of Services by either Party:

- (a) A Project Change Request (“PCR”) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the Services.
- (b) The designated project manager of the requesting Party will review any proposed change prior to submitting the PCR to the other Party.
- (c) Contractor and Client will mutually agree upon any additional fees for such additional services, if any. If the additional services is authorized, the Client project manager will sign the PCR, which will constitute approval for the charges for the additional services. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on Statement of Work terms and conditions.
- ~~(d) Upon completion of the additional services, both parties will review the impact of the proposed change and, if mutually agreed, a written addendum to the Statement of Work must be signed by both Parties to authorize implementation of the changes.~~

- 4.8 **End Client Requirements.** The Contractor is providing Services for Client which is intended for the benefit of a customer of Client (“End Client”); ~~the End Client will be identified in the applicable Statement of Work.~~ The Parties shall mutually agree upon any additional terms related to such End Client which terms shall be set forth in a Schedule to the applicable Statement of Work.

- 4.9 **Client Reports; No Reliance by Third Parties.** Contractor will provide those reports identified in the applicable Statement of Work (“Client Report”). The provision by Client of any Client Report or any information therein to any third party other than End Client shall not entitle such third party to rely on the Client Report or the contents thereof in any manner or for any purpose whatsoever, and Contractor specifically disclaims all liability for any damages whatsoever (whether foreseen or unforeseen, direct, indirect, consequential, incidental, special, exemplary or punitive) to such third party arising from or related to reliance by such third party on any Client Report or any contents thereof. Aside from Client Reports, Contractor shall publish Scientific Reports, Procedure Case

Studies, Legislative Reports (State and Federal) and Historic Reports and Professional Analysis that include references to Contractor work performed pursuant to this Agreement (the “Additional Reports”). Contractor shall not publish or disclose the Additional Reports to third parties or the public without the prior written consent of Client, whose consent shall not be unreasonably withheld.

5 OWNERSHIP RIGHTS – USE RIGHTS

- 5.1 Client is providing to Contractor specific photographic based images for forensic analyzation collected as per the terms of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement (the “Senate MSA”) attached hereto as Exhibit 3.
- 5.2 As provided in Section 7 – Proprietary Rights, Sub-Section 7.3 of the Senate MSA, -Contract of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement attached hereto as Exhibit 3, Contractor acknowledges it has no rights, title, or interest whatsoever in the photographic images provided to the Contractor by the Client.
- 5.3 Contractor will take the raw images provided by the Client (Raw Data) and will apply various forensic applications to said images. The initial images (raw data) provided to Contractor will generate additional new images, also considered raw data, which will be provided back to the client and those images shall also be subject to Section 7 of the Senate MSA– Proprietary Rights, Sub-Section 7.3, -Contract of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement attached hereto as Exhibit 3. Contractor acknowledges it has no rights, title, or interest whatsoever in the derivative photographic images generated by Contractor and provided to the Client.
- 5.4 Client acknowledges that Contractor, for reporting purposes only, must utilize at least one (1) photographic example of a sample of the raw data (before photographic representation) as originally provided by Client to the Contractor and one new data example (after forensics applied photographic representation) created by Contractor, in the process of fulfilling its services, to define and explain the application of the Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques; as detailed in each of the Contractor’s report as defined in the EXHIBIT 1. FORM OF STATEMENT OF WORK, SECTION 2 - SCOPE & SERVICES DESCRIPTION – attached hereto.
- 5.4.a Client allows this specific use, on these singular before and after digital image for purpose of providing a published forensic report, and Client acknowledges that all raw data images and new data images created are the property of the Client and its client as provided in the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement, Senate

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MSA and the use of said singular before and after image for each individual report are only used for illustrative and educational purposes for the purpose of reading and understanding the published reports of the Contractor.

5.4.b Contractor acknowledges that 100% of the raw data images and the new data images are subject to the explicit ownership terms as provided for in Section 7 – Proprietary Rights, Sub-Section 7.3, ~~of the Senate MSA – Contract of the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement.~~

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5.5 Contractor shall use photographic images provide by Client, and the Contractor shall create new derivative images photographic based images for forensic analyzation. The creation of such new images is created by use of the Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.

5.5.a Client, ~~nor the Client's Client (Arizona State Senate — as party to the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement)~~ acknowledges that it does not gain, retain, or pass through any ownership into Contractors unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques.

5.5.b Furthermore, Client, ~~nor the Client's Client (Arizona State Senate — as party to the March 31, 2021, Cyber Ninjas, Inc Master Services Agreement)~~ acknowledges that nothing prevents Contractor from providing its unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques to any other country, state, precinct or entity.

5.6 Client intends to use and include in reports to the End Client the Contractor's Reports and Analyses and Physical Published Reports listed in Sections 2 and 5 of the Form of Statement of Work, attached as Exhibit 1 hereto. Client reports to the End Client include components described in the Deliverable Materials listed in Section 7 of the March 31, 2021 Cyber Ninjas, Inc. Statement of Work (the "Senate SOW"). Section 4.1.3 of the Senate MSA states that any report prepared pursuant to the Senate MSA and SOW shall be the exclusive property of the End Client and shall be considered "works made for hire" within the meaning of the Copyright Act of 1976 as amended. Accordingly, any Contractor Report and Analyses and Contractor Physical Published Reports shall be the exclusive property of Client or End Client and shall be considered "works made for hire" within the meaning of the Copyright Act of 1976 as amended.

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5.7 Contractor intends to rely at least in part upon copyright law to protect Contractor's right to Contractor's technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client agrees that the "works made for hire" clause in Section 5.6 above shall not be retroactive and does not apply to any Contractor technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques created before the date of this Agreement, which are the exclusive property of Contractor. Client agrees that, in a Contractor report, a mere Contractor explanation of the Contractor's technology, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, or techniques, whether created or invented before or after the date of this Agreement, does not create any Client property right in said technology, forensic analyzation tool (software and mathematical), filter, formula, process, procedure, or technique.

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5.8 This Agreement was made subsequent to, and is intended to conform with the requirements of, the Senate MSA as well as the Senate SOW. In the event of a conflict between this Agreement and the Senate MSA or SOW, the Senate MSA or SOW shall govern. Moreover, any provision in this Agreement that would cause Client to breach the Senate MSA or SOW shall be null and void.

5.9 Contractor agrees to take no action that would cause Client to be in breach of any term of the Senate MSA or SOW.

6 FEES, PAYMENT TERMS, LICENSES & PROPRIETARY RIGHTS

6.1 **Fees.** Client agrees to pay to Contractor the **set fixed fee** for the Services in the amount as specified in the applicable Statement of Work. The parties acknowledge and agree that any payment of fees to Contractor is subject to Client's receipt of sufficient funds donated by third parties for such payments.

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6.2 **Invoices.** Contractor shall render, by means of an electronic file, an invoice in a form containing reasonable detail of the scope of the fixed fee for the work. All invoices shall be stated in US dollars, unless otherwise specified in the Statement of Work.

6.3 **Payment Terms.** All invoices are due upon receipt. Before start of work, and part of the unique programing required to perform the services for the Client, Contractor shall be paid ½ of its total fixed fee. The second ½ installment is paid immediately upon the delivery and transmittal of the final

Official Scientific Reports for the Client and/or End Client. ~~If the Client fails to pay the second ½ installment, Client or End Client shall not be entitled to use in any manner or form including publication, press announcement, litigation, or legal or legislative proceeding the Work Product of the Contractor and 100% of all rights in the work produce become the sole and exclusive property of the Contractor.~~

- 6.4 **Taxes.** The applicable Statement of Work shall prescribe the parties' respective responsibilities with respect to the invoicing and payment of state sales, use, gross receipts, or similar taxes, if any, applicable to the Services and deliverables to be provided by Contractor to Client. Client shall have no responsibility with respect to federal, state, or local laws arising out of Contractor's performance of any Statement of Work, including any interest or penalties. ~~Proprietary Rights.~~
- 6.5 **Client's Proprietary Rights.** Client represents and warrants that it has the necessary rights, power, and authority to transmit Client Raw Data (as defined below) to Contractor under this Agreement and that Client has and shall continue to fulfil all obligations with respect to individuals as required to permit Contractor to carry out the terms hereof, including with respect to all applicable laws, regulations and other constraints applicable to Client Raw Data. As between Client and Contractor, Client or a political subdivision or government entity in the State of Arizona owns all right, title and interest in and to (i) any raw data provided by Client (and/or the End Client, if applicable) to Contractor; (ii) any of Client's (and/or the End Client, if applicable) raw data accessed or used by Contractor or transmitted by Client to Contractor in connection with Contractor's provision of the Services (Client's data and Client's End User's data, collectively, the "Client Data"); (iii) Contractor is only being provided raw data for Contractor's proprietary analysis, processing, filter transformation, image analysis and interpretation and subsequence publication, hereafter referred to as "New Data". Contractor is not utilizing any intellectual property of Client ("Client's Intellectual Property") under this Agreement. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.6 **License to Contractor.** This Agreement does not transfer or convey to Contractor any right, title or interest in or to the Client's Raw Data or the new data images created by Contractor. Client grants to Contractor a limited, non-exclusive, worldwide, revocable license to use and otherwise process the Client's Raw Data to perform the Services and Reporting required within this Agreement regarding transforming Client Raw Data into unique new data as crated and facilitated by the

Contractor's Intellectual Property. Contractor's permitted license to use the Client Raw Data is subject to the confidentiality obligations and requirements for as long as Contractor has possession of such Client Raw Data.

- 6.7 **Contractor's Proprietary Rights.** Contractor owns all right, title and interest in and to the ~~u~~ unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques. Client hereby acknowledges the Contractor's work requires the submission by Client of tremendous amounts of raw data, and digital images. **For the avoidance of doubt and notwithstanding any other provision in this Section or elsewhere in the Agreement, any and all raw data and new data images belongs to the Client and such raw data is defined as voted ballots, images of voted ballots, and any other materials prepared by, provided by, or originating from the Client or any political subdivision or governmental entity in the State of Arizona, are the sole and exclusive property of the Client.**
- 6.8 **License to Client.** This Agreement does not transfer or convey to Client any right, title or interest in or to ~~the Contractor's Client's~~ Intellectual Property or ~~any of Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques any of the detailed proprietary reports generated or used~~ published by the Contractor. Contractor grants to Client a limited, non-exclusive, worldwide, revocable license to use ~~Contractor's unique and proprietary technologies, forensic analyzation tools (software and mathematical), filters, formulas, processes, procedures, and techniques~~ solely for purposes of this Agreement ~~and otherwise publish or make known the results and Official Reports of the Contractor (new data)~~. Client's permitted license to ~~use the Contractors Official Reports generated by~~ the use of the Contractor's Intellectual Property is subject to the applicable confidentiality obligations, requiring proper attribution to the benefit of the Contractor.

7 NONDISCLOSURE

- 7.1 **Confidential Information.** "Confidential Information" refers to any information one party to the Agreement discloses (the "Disclosing Party") to the other (the "Receiving Party"). The confidential, proprietary or trade secret information in the context of the Agreement may include, but is not limited to End Client data and in the acknowledged hierarchy of the Contractor's ~~patents, patents pending, copyrights, trademarks, business marks,~~ trade secrets, business information and concepts, and both parties customer information and records, corporate information and records, sales and operational information and records, and certain other information, papers, documents, studies and/or other materials, technical information, and certain other information, papers, documents, digital files,

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studies, compilations, forecasts, budgets, specifications, research information, software, source code, discoveries, ideas, know-how, designs, drawings, flow charts, data, computer programs; digital information, digital media, and any and all electronic data, information, and processes which are specifically stored on the End-Client servers, portable storage media and/or cloud storage (remote servers) technologies, and/or other materials, both written and oral. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is approved for release in writing by the Disclosing Party.

7.2 **Nondisclosure Obligations.** The Receiving Party will not use Confidential Information for any purpose other than to facilitate performance of Services pursuant to the Agreement and any applicable Statement of Work. The Receiving Party: (i) will not disclose Confidential Information to any employee or contractor or other agent of the Receiving Party unless such person needs access in order to facilitate the Services and executes a nondisclosure agreement with the Receiving Party, substantially in the form provided in Exhibit 2; and (ii) will not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party will protect Confidential Information with the same degree of care it uses to protect its own Confidential Information of similar nature and importance, but with no less than reasonable care. The Receiving Party will promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority; however, the Receiving Party will give the Disclosing Party prompt notice of any such legal or governmental demand and will reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense. For the avoidance of doubt, this provision prohibits the Contractor and its agents from providing data, information, reports, or drafts to anyone without the prior written approval of the Client. The Client will determine in its sole and unlimited discretion whether to grant such approval.

7.3 **Injunction.** The Receiving Party agrees that breach of this Section 7 Article 8 might cause the Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Disclosing Party will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

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- 7.4 **Return.** Upon the Disclosing Party's written request and after the termination of the Escrow, the Receiving Party will return all copies of Confidential Information to the Disclosing Party or upon authorization of Disclosing Party, certify in writing the destruction thereof.
- 7.5 **Third Party Hack.** Contractor shall not be liable for any breach of this Section 7.8 resulting from a hack or intrusion by a third party into Client's network or information technology systems unless the hack or intrusion was through endpoints or devices monitored by Contractor and was caused directly by Contractor's gross negligence or wilful misconduct. For avoidance of doubt, Contractor shall not be liable for any breach of this Section 7.8 resulting from a third-party hack or intrusion into any part of Client's network, or any environment, software, hardware or operational technology, that Contractor is not obligated to monitor pursuant to a Statement of Work executed under this Agreement.
- 7.6 **Retained Custody of Ballots.** The Client shall retain continuous and uninterrupted custody of the ballots being tallied. For the avoidance of doubt, this provision requires Contractor and each of its agents to leave all ballots at the counting facility at the conclusion of every shift.
- 7.7 **Survival.** This Section 7.8 shall survive for three (3) years following any termination or expiration of this Agreement; provided that with respect to any Confidential Information remaining in the Receiving Party's possession following any termination or expiration of this Agreement, the obligations under this Section 7.8 shall survive for as long as such Confidential Information remains in such party's possession.

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8 NO SOLICITATION

Contractor and Client agree that neither party will, at any time within twelve (12) months after the termination of the Agreement, solicit, attempt to solicit or employ any of the personnel who were employed or otherwise engaged by the other party at any time during which the Agreement was in effect, except with the express written permission of the other party. The Parties agree that the damages for any breach of this Article 8 will be substantial, but difficult to ascertain. Accordingly, the party that breaches Article 8, shall pay to other party an amount equal to two times (2x) the annual compensation of the employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to the aggrieved party and not as a penalty. Nothing in the Agreement shall be construed to prohibit either party from pursuing any other available rights or remedies it may have against the respective employee(s).

9 MUTUAL NON-COMPETITION

Contractor and Client agree that during the term of this Agreement and for a period of twelve (12) months thereafter, ~~Contractor and Client~~ Contractor will not attempt to sell any of Contractor's services directly to any of Client's existing Customers, unless precoordinated with the ~~Client~~ Contractor. For purposes of this Agreement, Client's Customer means a customer of Client whereby: (i) the relationship Contractor has with the Customer is established directly through Client's introduction to Client's Customer; or (ii) the first time Contractor performed work on behalf of Client's Customer is a by-product of the Services provided to Client and Customer's relationship with the Client. In the event that Contractor is engaged by or performs work for one of Client's Customers that Contractor already has a prior business relationship with, Contractor shall be required to disclose such relationship to Client no more than (7) days from the date that Contractor becomes aware of the potential conflict-of-interest. Failure to reasonably disclose Contractor's prior relationship with Client's Customer would result in any subsequent work for the mutual Customer to fall under the terms of this Non-Competition provision.

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10 DATA PROTECTION

10.1 **Applicability.** This Article ~~109~~ shall apply when Contractor is providing Services to Client which involves the processing of Personal Data which is subject to Privacy Laws.

(a) Client is specifically not transmitting to Contractor any specific underlying personal information which could be defined or construed as personal data. Client is only transmitting to Contractor naturally deidentified digital images for processing.

10.2 **Definitions.** For purposes of this Article ~~140~~:

(a) "Personal Data" means any information relating to an identified or identifiable natural person which is processed by Contractor, acting as a processor on behalf of the Client, in connection with the provision of the Services and which is subject to Privacy Laws.

(b) "Privacy Laws" means any United States and/or European Union data protection and/or privacy related laws, statutes, directives, judicial orders, or regulations (and any amendments or successors thereto) to which a party to the Agreement is subject and which are applicable to the Services.

10.3 **Contractor's Obligations.** Contractor will maintain industry-standard administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of any Personal Data.

Contractor shall process Personal Data only in accordance with Client's reasonable and lawful instructions (unless otherwise required to do so by applicable law). Client hereby instructs Contractor to process any Personal Data to provide the Services and comply with Contractor's rights and obligations under the Agreement and any applicable Statement of Work. The Agreement and any applicable Statement of Work comprise Client's complete instructions to Contractor regarding the processing of Personal Data. Any additional or alternate instructions must be agreed between the parties in writing, including the costs (if any) associated with complying with such instructions. Contractor is not responsible for determining if Client's instructions are compliant with applicable law, however, if Contractor is of the opinion that a Client instruction infringes applicable Privacy Laws, Contractor shall notify Client as soon as reasonably practicable and shall not be required to comply with such infringing instruction.

- 10.4 **Disclosures.** Contractor may only disclose the Personal Data to third parties for the purpose of: (i) complying with Client's reasonable and lawful instructions; (ii) as required in connection with the Services and as permitted by the Agreement and any applicable Statement of Work; and/or (ii) as required to comply with Privacy Laws, or an order of any court, tribunal, regulator or government agency with competent jurisdiction to which Contractor is subject, provided that Contractor will (to the extent permitted by law) inform the Client in advance of any disclosure of Personal Data and will reasonably co-operate with Client to limit the scope of such disclosure to what is legally required.
- 10.5 **Demonstrating Compliance.** Contractor shall, upon reasonable prior written request from Client (such request not to be made more frequently than once in any twelve-month period), provide to Client such information as may be reasonably necessary to demonstrate Contractor's compliance with its obligations under this Agreement.
- 10.6 **Liability and Costs.** Contractor shall not be liable for any claim brought by Client or any third party arising from any action or omission by Contractor or Contractor's agents to the extent such action or omission was directed by Client or expressly and affirmatively approved or ratified by Client.

11 DATA RETENTION

- 11.1 **End Client/customer Data.** Except as is required by Section 11.24, End Client/customer Data (and data belonging to any agency or political subdivision of the State of Arizona) shall be removed from any Contractor controlled systems at the completion of all active Statement of Work(s) for which the End Client/customer Data is required.
- 11.2 **Client's Intellectual Property and Confidential Information.** All Client Intellectual Property and Client Confidential Information (to include Client Intellectual Property or Client Confidential

Information that is contained or embedded within other documents, files, materials, data, or media) ~~raw data~~ shall be removed from all Contractor controlled systems as soon as it is no longer required to perform Services under this Agreement and held in the Escrow. In addition, pursuant to Section 4415, the Parties shall provide to each other documents and information that are reasonably necessary to the defence of any third party's claims arising out of or related to the subject matter of this Agreement.

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12 REPRESENTATIONS AND WARRANTIES

12.1 **Representations and Warranties of Client.** Client represents and warrants to Contractor as follows:

- (a) Organization; Power. As of the Effective Date, Client (i) is a corporation~~{Client Entity}~~, duly organized, validly existing and in good standing under the Laws of the State of Florida~~{Client State}~~, and (ii) has full corporate power to own, lease, license and operate its properties and assets and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be, duly authorized, executed and delivered by Client and constitutes or will constitute, as applicable, a valid and binding agreement of Client, enforceable against Client in accordance with its terms.
- (c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Client, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order, or law to which Client is a Party or which is otherwise applicable to Client.

12.2 **Representations and Warranties of Contractor.** Contractor represents and warrants to Client as follows:

- (a) Organization; Power. As of the Effective Date congruent with the signing of this Agreement, Contractor (i) ~~is establishes~~ a specific ~~limited liability company~~corporation, duly organized, validly existing and in good standing under the Laws of the State of Utah, and (ii) has full corporate power to own, lease, license and operate its assets, its Intellectual Property and to conduct its business as currently conducted and to enter into the Agreement.
- (b) Authorized Agreement. This Agreement has been, and each Statement of Work will be duly authorized, executed and delivered by Contractor and constitutes or will constitute, as applicable, a valid and binding agreement of Contractor, enforceable against Contractor in accordance with its terms.

(c) No Default. Neither the execution and delivery of this Agreement or any Statement of Work by Contractor, nor the consummation of the transactions contemplated hereby or thereby, shall result in the breach of any term or provision of, or constitute a default under, any charter provision or bylaw, agreement (subject to any applicable consent), order or law to which Contractor is a Party or that is otherwise applicable to Contractor.

12.3 **Additional Warranties of Contractor.** Contractor warrants that:

- (a) The Services shall conform to the terms of the Agreement (including the Statement of Work);
- (b) Contractor will comply with all applicable laws, rules, and regulations in delivering the Services (including without limitation any privacy, data protection and computer laws);
- (c) The Services shall be performed in a diligent and professional manner Contractor shall render such Services in a prompt, professional, diligent, and workmanlike manner; ~~however the~~ ~~However, Client acknowledges the~~ ~~certain aspects of Contractor's~~ work and work product ~~of the Contractor are is~~ unique and unmatched in nature and execution and ~~and is~~ performed in ~~strict~~ accordance, reporting, and publishing ~~standards solely~~ established by the Contractor ~~as outlined in Exhibit 1, Form of Statement of Work.~~
- (d) Contractor and its agents ~~have all been screened using the criteria set forth in Exhibit 2 of the Senate MSA and~~ possess the necessary qualifications, expertise, and skills to perform the Services;
- (e) Contractor handling Client Confidential Information are either U.S. citizens, or U.S. entities that are owned, controlled, and funded entirely by U.S. citizens.

13 LIMITATION OF LIABILITY

~~EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 15,~~ IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF SERVICES PROVIDED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), COSTS OF SUBSTITUTE EQUIPMENT, OR OTHER COSTS. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS ARTICLE ~~132,~~ CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE LEAST EXTENT PERMISSIBLE.

EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER ARTICLE ~~154~~ AND NON-SOLICITATION OBLIGATIONS UNDER ARTICLE ~~87,~~ LIABILITY ~~TO CLIENT~~ ARISING

OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID AND PAYABLE TO CONTRACTOR UNDER THE STATEMENT OF WORK(S) TO WHICH THE CLAIM RELATES. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

14 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES PROVIDED, RESULTS, OR ANALYTICAL OUTCOMES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR SUITABILITY OR RESULTS TO BE DERIVED FROM THE USE OF ANY SERVICE, WORK PRODUCT OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. CLIENT UNDERSTANDS THAT CONTRACTOR'S SERVICES DO NOT CONSTITUTE ANY GUARANTEE OR ASSURANCE THAT THE SECURITY OF CLIENT'S SYSTEMS, NETWORKS AND ASSETS CANNOT BE BREACHED OR ARE NOT AT RISK. CONTRACTOR MAKES NO WARRANTY THAT EACH AND EVERY VULNERABILITY WILL BE DISCOVERED AS PART OF THE SERVICES AND CONTRACTOR SHALL NOT BE LIABLE TO CLIENT SHOULD VULNERABILITIES LATER BE DISCOVERED.

15 INDEMNIFICATION

"Indemnified Parties" shall mean, (i) in the case of Contractor, Contractor, and each Contractor's respective owners, directors, officers, employees, contractors, and agents; and (ii) in the case of Client, Client, and each of Client's respective owners, directors, officers, employees, contractors, and agents.

- 15.1 **Mutual General Indemnity.** Each party agrees to indemnify and hold harmless the other party from (i) any third-party claim or action for personal bodily injuries, including death, or tangible property damage resulting from the indemnifying party's gross negligence or wilful misconduct; and (ii) breach of this Agreement or the applicable Statement of Work by the indemnifying Party, its respective owners, directors, officers, employees, agents, or contractors.
- 15.2 **Contractor Indemnity.** Contractor shall defend, indemnify and hold harmless the Client Indemnified Parties from any damages, costs and liabilities, expenses (including reasonable and actual attorney's fees) ("Damages") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Services performed or provided by Contractor and delivered pursuant to the Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other

intellectual property rights enforceable in the country(ies) in which the Services performed or provided by Contractor for Client or third-party claims resulting from Contractor's gross negligence or wilful misconduct ("Indemnified Claims"). If an Indemnified Claim under this Section 14.2 occurs, or if Contractor determines that an Indemnified Claim is likely to occur, Contractor shall, at its option: (i) obtain a right for Client to continue using such Services; (ii) modify such Services to make them non-infringing; or (iii) replace such Services with a non-infringing equivalent. If (i), (ii) or (iii) above are not reasonably available, either party may, at its option, terminate the Agreement. Notwithstanding the foregoing, Contractor shall have no obligation under this Section 14.2 for any claim resulting or arising from: (i) modifications made to the Services that were not performed or performed or provided by or on behalf of Contractor; or (ii) the combination, operation or use by Client, or anyone acting on Client's behalf, of the Services in connection with a third-party product or service (the combination of which causes the infringement).

- 15.3 **Client Indemnity.** Client shall defend, indemnify and hold harmless the Contractor Indemnified Parties from any Damages actually incurred or finally adjudicated as to any third-party claim, action or allegation: ~~(i) that (i) the Client's data infringes a copyright or misappropriates any trade secrets enforceable in the country(ies) where the Client's data is accessed, provided to or received by Contractor or was improperly provided to Contractor in violation of Client's privacy policies or applicable laws (or regulations promulgated thereunder); or (ii) asserting that any action undertaken by Client or Contractor in connection with Contractor's performance under this Agreement violates law or the rights of a third party under any theory of law, including without limitation claims or allegations related to the analysis of any third party's systems or processes or to the decryption, analysis of, collection or transfer of data to Contractor;~~ ~~(iii) the use by Client or any of the Client Indemnified Parties of Contractor's reports and deliverables under this agreement; and (iv) arising from a third party's reliance on a Client Report, any information therein or any other results or output of the Services.~~ Notwithstanding the foregoing or any other provision of this Agreement, Client shall have (i) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' statements or communications to the media or other third-parties; and (ii) no indemnification obligations in connection with any third-party claim, action or allegation arising out of or relating to Contractor Indemnified Parties' material breach of this Agreement.
- 15.4 **Indemnification Procedures.** The Indemnified Party will (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, (ii) allow the indemnifying party to solely control the defence of any claim, suit or

proceeding and all negotiations for settlement, and (iii) fully cooperate with the Indemnifying Party by providing information or documents requested by the Indemnifying Party that are reasonably necessary to the defence or settlement of the claim, and, at the Indemnifying Party's request and expense, assistance in the defence or settlement of the claim. In no event may either party enter into any third-party agreement which would in any manner whatsoever affect the rights of the other party or bind the other party in any manner to such third party, without the prior written consent of the other party. If and to the extent that any documents or information provided to the Indemnified Party would constitute Confidential Information within the meaning of this Agreement, the Indemnified Party agrees that it will take all actions reasonably necessary to maintain the confidentiality of such documents or information, including but not limited to seeking a judicial protective order.

15.5 This Article 15.4 states each party's exclusive remedies for any third-party claim or action, and nothing in the Agreement or elsewhere will obligate either party to provide any greater indemnity to the other. This Article 15.4 shall survive any expiration or termination of the Agreement.

16 DISCLOSURE OF UNKNOWN SCIENTIFIC RESULTS

16.1 Neither party can ~~fully predict or accurately know or project~~ the final forensic or analytical outcome of this Agreement. There is no way to predict the outcome of ~~fr, any the~~ final empirical results. Once the Contractor's ~~obligations are fulfilled pursuant to Exhibit 1 Form of Statement of Work Official Report is published it is solely up to~~ other entities (legal, legislative, government — constitutional or otherwise) ~~be shall responsible for to~~ interpreting the final results of such scientific evidence presented within the Contractor's Technology Report and Official Analysis Report. No specific results are guaranteed or implied.

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17 FORCE MAJEURE

~~17.1~~ Neither party shall be liable to the other for failure to perform or delay in performance of its obligations under any Statement of Work if and to the extent that such failure or delay is caused by or results from causes beyond its control, including, without limitation, any act (including delay, failure to act, or priority) of the other party or any governmental authority, legal authority or act, civil disturbances, fire, acts of God, acts of public enemy, compliance with any regulation, order, or requirement of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

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~~17.2~~17.1 As a condition precedent to any extension of time to perform the Services under this Agreement, the party seeking an extension of time shall, not later than ten (10) days following the occurrence of the event giving rise to such delay, provide the other party written notice of the occurrence and nature of such event.

18 GENERAL

- 18.1 **Independent Contractors-No Joint Venture**. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other nor may neither bind the other in any way, unless authorized in writing. The Agreement (including the Statements of Work) shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other Party.
- 18.2 **Entire Agreement, Updates, Amendments and Modifications**. The Agreement (including the Statements of Work) constitutes the entire agreement of the Parties with regard to the Services and matters addressed therein, and all prior agreements, letters, proposals, discussions and other documents regarding the Services and the matters addressed in the Agreement (including the Statements of Work) are superseded and merged into the Agreement (including the Statements of Work). Updates, amendments, corrections, and modifications to the Agreement including the Statements of Work may not be made orally but shall only be made by a written document signed by both Parties.
- 18.3 **Waiver**. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.
- 18.4 **Severability**. If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable Law(s).
- 18.5 **Cooperation in Defence of Claims**. The parties agree to provide reasonable cooperation to each other in the event that either party is the subject of a claim, action or allegation regarding this Agreement or a party's actions taken pursuant to this agreement, including, but not limited to, providing information or documents needed for the defence of such claims, actions or allegation, provided that neither party shall be obligated to incur any expense thereby.

- 18.6 **Counterparts.** The Agreement and each Statement of Work may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document. The Parties agree that electronic signatures, whether digital or encrypted, a photographic or facsimile copy of the signature evidencing a Party's execution of the Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.
- 18.7 **Binding Nature and Assignment.** The Agreement will be binding on the Parties and their respective successors and permitted assigns. With the exception of rights inuring to the End Client, Neither Party may, or will have the power to, assign the Agreement (or any rights thereunder) by operation of law or otherwise without the prior written consent of the other Party.
- 18.8 **Notices.** Notices pursuant to the Agreement will be sent to the addresses below, or to such others as either party may provide in writing. Such notices will be deemed received at such addresses upon the earlier of (i) actual receipt or (ii) delivery in person, by fax with written confirmation of receipt, or by certified mail return receipt requested. A notice or other communication delivered by email under this Agreement will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 198.8.7 acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section 187.8.

Notice to Client:

Cyber Ninjas Inc
ATTN: Legal Department
5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232

Email: legal@cyberninjas.com

Notice to Contractor:

423 Catkins Maize, LLC

In Care of: Attorney Steve Green

Richardson Koudelka, LLP,

Two Turtle Creek,

3838 Oak Lawn,
Ste. 450,
Dallas, Texas 75219,
Email: sgreen@rklawtexas.com

- 18.9 **No Third-Party Beneficiaries.** ~~With the exception of the End Client,~~ The Parties do not intend, nor will any Section hereof be interpreted, to create for any third-party beneficiary, rights with respect to either of the Parties, except as otherwise set forth in an applicable Statement of Work.
- 18.10 **Dispute Resolution.** The parties shall make good faith efforts to resolve any dispute which may arise under this Agreement in an expedient manner (individually, “Dispute” and collectively “Disputes”). In the event, however, that any Dispute arises, either party may notify the other party of its intent to invoke the Dispute resolution procedure herein set forth by delivering written notice to the other party. In such event, if the parties’ respective representatives are unable to reach agreement on the subject Dispute within five (5) calendar days after delivery of such notice, then each party shall, within five (5) calendar days thereafter, designate a representative and meet at a mutually agreed location to resolve the dispute (“Five-Day Meeting”).
- a) Disputes that are not resolved at the Five-Day Meeting shall be submitted to non-binding mediation, by delivering written notice to the other party. In such event, the subject Dispute shall be resolved by mediation to be conducted in accordance with the rules and procedures of the American Arbitration Association, and mediator and administrative fees shall be shared equally between the parties.
 - b) If the dispute is not resolved by mediation, then either party may bring an action in a state or federal court in ~~Florida~~[Maricopa County, Arizona](#) which shall be the exclusive forum for the resolution of any claim or defence arising out of this Agreement. The prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in any such action.
- 18.11 **Governing Law.** All rights and obligations of the Parties relating to the Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without giving effect to any choice-of-law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the Laws of any other jurisdiction. Each Party shall bring any suit, action, or other proceeding with respect to the Agreement in a Federal District Court located in Florida. The Parties waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding and/or hearing brought by either Party

against the other on any matter whatsoever arising out of, or in any way connected with, the Agreement.

18.12 **Rules of Construction.** Interpretation of the Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the word “including” and words of similar import shall mean “including, without limitation,” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Master Service Agreement to be effective as of the day, month and year written above.

Accepted by:

Contractor: 423 Catkins Maize, LLC

By: _____

Title: _____

–

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 1. FORM OF STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the _____ day of _____, 20__ (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and 423 Catkins Maize, LLC, (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) [insert date] by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto. In the event of a conflict between the provisions of this Statement of Work and the Master Agreement, the provisions of Section 2.4 of the Master Agreement shall control such conflict.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].

2 SCOPE & SERVICES DESCRIPTION

- 2.1 Contractor shall provide the following **Reports and Analysis** based on the digital images and information provided by Client to Contractor:

- (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) **On-Site Analysis Report of Visual Findings**
- (c) **Ballot Number Analysis Report**
- (d) **Ballot Cast Analysis Report**
- (e) **Vote Cast Analysis Report**
- (f) **Texture and/or Fibber Analysis Report**
- (g) **Frequency or Duplication Analysis Report**
- (h) **Ballot Format Analysis and Report**

Commented [MD3]: Insert brief descriptions of what each report will include.

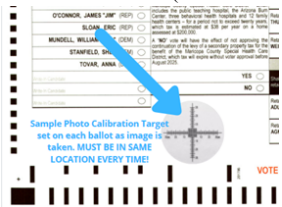
- (i) Mail-In Human Dynamics Analysis and Report
- (j) Printer and Print Manufacture Variance Analysis Report
- (k) Discrepancy Analysis and Report
- (l) Independent Cross Confirming Forensic Analysis Report of Findings

3 TECHNICAL METHODOLOGY

3.1 Client will capture, provide, and transmit to Contractor the following digital files, images, reports, documentation, and materials so Contractor can perform its services.

(a) Digital Ballot Image (DBI) at maximum resolution possible, in the single largest format file available, of each Ballot cast and audited by Cyber Ninja’s for the 2020 General Election held in Maricopa County, Arizona

- i. Each DBI will be captured with a Cannon EOS Camera with the appropriate lens, in a manner to not have light interference or obstruction of shadows from the on-site facilities
- ii. Each ballot, when photographed, must have placed on it, in a set non-printed area of the ballot (and the same consistent spot for every single image captured)



a fixed optical calibration scale for calibrating the computer vision and image detection systems. This non-permanent marking/calibration device will become part of the permanent DBI record.

- iii. Each DBI file name for the ballot images must coincide with the agreed and most current Ballot Indexing Nomenclature as previously agreed upon and attached hereto
- iv. Each Ballot Indexing Nomenclature must coincide with the agreed and most current Colour Coded Table and Process Structures as previously agreed upon and attached hereto so that each DBI can be properly accounted for, tracked and data reports run as a result of the Ballot Indexing Nomenclature

3.2 Client will capture, provide, and transmit to Contractor the following high magnification images taken with a portable hand-held digital microscope:

(a) Digital High Magnification Images (DMI) of the *Presidential Voted Oval* (or landmark) (DMI-V) for the Ballot (see sample). This sample

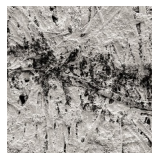


must be captured at the highest possible resolution and each sample from each ballot must be digitized at the same zoom and resolution.

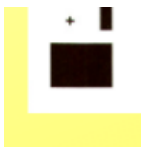
- i. Each Digital Magnification Image (DMI-V) must be taken in the same order as each ballot is digitally photographed and the voted oval must be centre of the DMI-V
- ii. Each DMI-V must be able to be cross correlated back to the original DBI and its exact Ballot Indexing Nomenclature. This can be provided in the form of meta data files, OCR, or readable text files
- iii. The *Presidential Voted Oval* DMI-V must be indexed and recorded in its specific Ballot Indexing Nomenclature and provided to Contractor for both the (i) On-Site Operation Analysis and Comparable and Cross Confirm Audit Report, and (ii) On-Site Analysis Report of Visual Findings
- iv. The documented physical report of the *President Voted Oval* will be utilized as a cross-checking audit process

(b) In addition to the DMI-V and additional two (2) images will be taken on-site with the taken with a portable hand-held digital microscope:

- i. An additional DMI-F Image (Digital High Magnification Images of the Ballot's Fiber Makeup) will be taken to with the same standards and specifics as detailed in 3.2.a above, but must be taken from a section of the ballot which shows at least some print or line, but the photo is 90% white ballot surface area



- ii. An additional DMI-C Image (Digital High Magnification Images of the Ballot's Corner Cut) will be taken to with the same standards and specifics as detailed in 3.2.a above but must be taken from the extreme lower left-hand corner of the ballot detailing on the left-hand side of the photo the 90% angle of the left side of the ballot and the bottom cut edge of the ballot.



The tip of the right angle of these two sides should be at approximately left 1/3 side of the total image taken

(c) If time allows a third DMI may be taken (at the sole option of the on-site digital collection team) of the following:

- i. An optional DMI-UV (Digital High Magnification Images of a set ballot section under the UV lights of the capture device)

- ii. All DMI capture rules from above apply to the standards for capturing this DMI-UV

CRITICAL NOTICE: These DMI images must be taken in the following order each and every time so as not to confuse the cross correlation and Ballot Indexing Nomenclature needed to successfully run reports and cross verify and audit results:

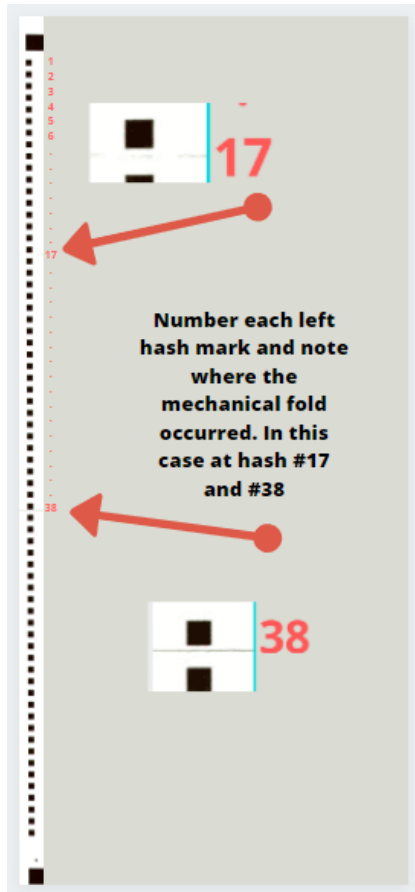
1. **1st High Magnification Capture is the DMI-V**
2. **2nd High Magnification Capture is the DMI-F**
3. **3rd High Magnification Capture is the DMI-C**
4. **OPTIONAL 4th High Magnification Capture is the DMI-UV**

(d) Cyber Ninja's must provide copies of the written reports for cross correlation and verification including such critical observational data (which will be cross correlated to the Digital Image Files and Data Reports) of the following:

- a. Notation of IF the voted Presidential Vote Oval appears to be human marked by hand, or if it appears to be a machine printed vote. Designation will be human or machine.
- b. Individual Ballot Paper Digital Calliper Readings measuring the thickness of the Ballot
- c. Notation if the Ballot has been folded (as in a legally mail-in ballot). Designation will either be folded or not folded.

i. CRITICAL INFORMATION NEEDED:

On the first few obviously mail-in ballots encountered it is imperative to capture a "machine target area" for detailed analysis by computer vision. What we are looking for is where the "authorised and legal mail-in ballots were machine folded). This is ascertained by numbering the LEFT hash marks and then noting where the TWO folds occurred (see example photo). In some states there are 3 folds FYI.



4 PERSONNEL

4.1 Our company is not providing any personnel on-site, therefore no need for security or clearance since all our work is virtual and personal data de-identified.

5 DELIVERABLE MATERIALS

5.1 Physical Published Reports (which can be ordered in unlimited distribution copies) will be formatted and bound for the following:

- (a) **On-Site Operation Analysis and Comparable and Cross Confirm Audit Report**
- (b) **On-Site Analysis Report of Visual Findings**
- (c) **Ballot Number Analysis Report**
- (d) **Ballot Cast Analysis Report**
- (e) **Vote Cast Analysis Report**
- (f) **Texture and/or Fiber Analysis Report**
- (g) **Frequency or Duplication Analysis Report**
- (h) **Ballot Format Analysis and Report**
- (i) **Mail-In Human Dynamics Analysis and Report**
- (j) **Printer and Print Manufacture Variance Analysis Report**
- (k) **Discrepancy Analysis and Report**
- (l) **Independent Cross Confirming Forensic Analysis Report of Findings**

Client will be provided with 10 Physical Bound Copies of each Published Report. Additional copies can be ordered for cost of publishing each report.

6 COMPLETION CRITERIA

6.1 TIMING IS URGENT – To expedite this service and its report Contract is requesting ½ of the total fixed fee up from due to the massive amounts of custom programming and formatting systems specific to the Maricopa County, Arizona 2020 General Election Ballots. This payment expedites the input, analyzation, forensics, and official reporting as defined.

7 FEES / TERMS OF PAYMENT/ DISCOUNT (IF ANY APPLIED)

~~Contractor will supply 11 individual Official Reports and Conduct Ten (10) individual services with applied Computer Vision, Machine Learning and Artificial Intelligence Kinematic Artifact Detection Platform and Systems. These individual services are billed at a fixed rate of .10 per ballot image analysed based on 10 individual reports and a volume of 2.1 million digital ballot images. We have not a set fee per image included the 6.3 million additional DMI-B, DMI-F and DMI-C images to be processed, but however providing a “fixed set budget” for this Agreement.~~

~~Considering there are 2.1 million ballots to be analysed and reported upon the Gross Billed Amount is \$2,100,000 (Two Million One Hundred Thousand Dollars).~~

~~The charges for the Services have been pre-negotiated at a fixed flat rate of .10 per ballot, based on an estimated 2.1 million ballots images to be processed. This rate is strictly confidential and cannot be shared with outside sources, specifically the deep discounting which has been applied.~~

~~Therefore, W~~with discounts applied the total ~~fee-billing for this Agreement~~ for Services is fixed at: **\$210,000.00 (Two Hundred Ten Thousand Dollars)** to be paid as follows.

Terms are ½ upon execution of the Agreement, i.e., \$105,000.00 (One Hundred Five Thousand Dollars), and the remaining ½ of **\$105,000.00** (One Hundred Five Thousand Dollars), due immediately delivery of the Official Published and Bound Reports by Contractor.

Payments and any amount due will be submitted to the offices of Attorney Steve Green – Legal Trust Account at Richardson Koudelka, LLP, Two Turtle Creek, 3838 Oak Lawn, Ste. 450, Dallas, Texas 75219, for payments made to 423 Catkins Maize, LLC; may be made via direct deposit to an account provided by Attorney Steve Green of Richardson Koudelka. As noted in the MSA, any payment of fees is subject to the receipt by Client of sufficient donated funds to pay such fees to Contractor.

8 **TERM/PROJECT SCHEDULE**

Programming will begin immediately after the first payment is received as defined herein.

Depending on numerous variables, programming could take as long as 25 days and processing and finalizing each individual report could take as long as 25 workdays; however, work done to complete reports can be done concurrently.

There is no fixed way to determine the processing and image analysis time until the time the first 10,000 image sets (per category) are processed. At such time as each initial 10,000 images have been proceeded and fully analysed Contractor will be able to narrowly define the final delivery date of the Official Published Reports.

NOTE: Professional Binding of the Official Reports can take up to 10 days

9 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT

Commented [MD4]: This schedule appears to conflict with the schedule promised in the Senate MSA.

OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor - 423 Catkins Maize, LLC

By: _____

Title: _____

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

EXHIBIT 2. FORM OF NONDISCLOSURE SUBCONTRACT

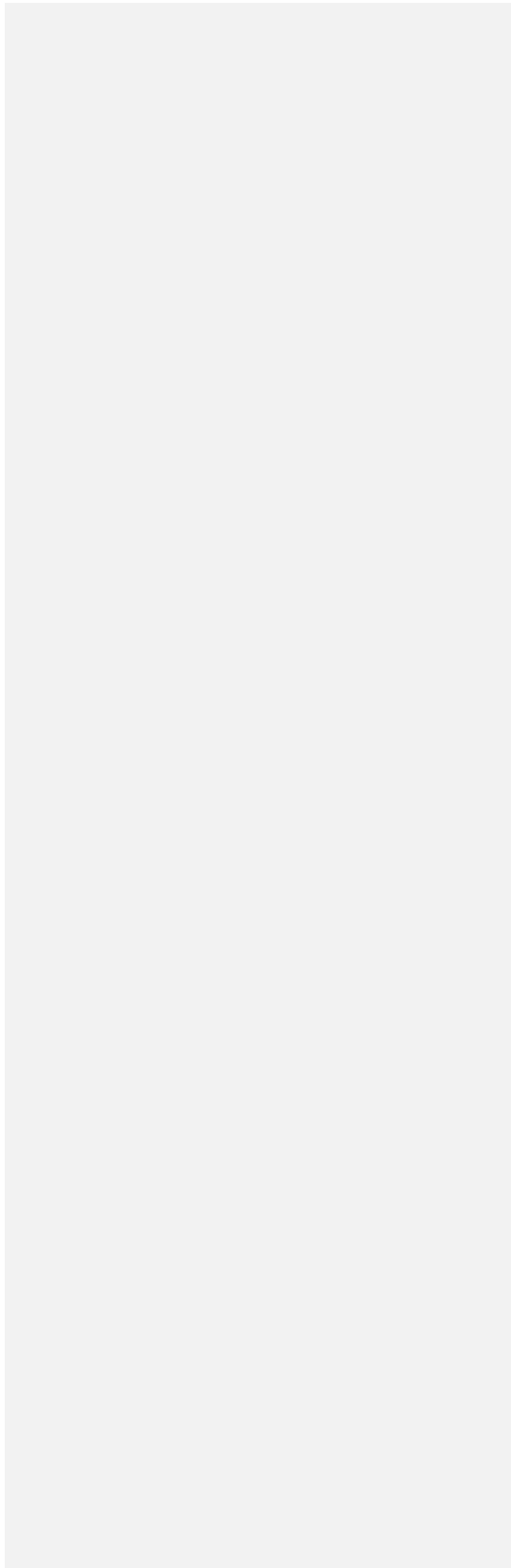
Nondisclosure Agreement

1. I am participating in one or more projects for Cyber Ninjas, Inc., as part of its audit of the 2020 general election in Maricopa County, performed as a contractor for the Arizona State Senate (the “Audit”).
2. In connection with the foregoing, I have or will be receiving information concerning the Audit, including but not limited to ballots or various images of ballots (whether in their original, duplicated, spoiled, or another form) and tally sheets (collectively, the “Confidential Information”).
3. In consideration for receiving the Confidential Information and my participation in the project(s), I agree that unless I am authorized in writing by Cyber Ninjas, Inc. and the Arizona State Senate, I will not disclose any Confidential Information to any person who is not conducting the Audit. If I am required by law or court order to disclose any Confidential Information to any third party, I will immediately notify Cyber Ninjas, Inc. and the Arizona State Senate.
4. Furthermore, I agree that during the course of the audit to refrain from making any public statements, social media posts, or similar public disclosures about the audit or its findings until such a time as the results from the audit are made public or unless those statements are approved in writing from Cyber Ninjas, Inc and the Arizona Senate.
5. I agree never to remove and never to transmit any Confidential Information from the secure site that the Arizona State Senate provides for the Audit; except as required for my official audit duties and approved by both Cyber Ninjas, Inc and the Arizona Senate.
6. I further understand that all raw image materials or information I examine during the course of my work on the Audit, have never been and shall never be my own intellectual property.
7. I agree that the obligations provided herein are necessary and reasonable in order to protect the Audit and its agents and affiliates. I understand that an actual or imminent failure to abide by these policies could result in the immediate termination of my work on the Audit, injunctive relief against me, and other legal consequences (including claims for consequential and punitive damages) where appropriate.

Signature: _____

Printed Name: _____

Date: _____





Counting Floor Policies



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 West Chester, PA 19380
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 Phone 877.925.3874
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1. Summary

This is the overall description of the policies and procedures for floor operations during the recount of the Maricopa County Arizona Audit. Each policy or procedure is related to an area and function within those operations.

2. Counting Floor Policies

All activity on the counting floor will be videotaped 24 hours a day from the receipt of the ballots until all materials have been returned to the custody of Maricopa County. Such videotaping shall include 24-hour video monitoring of all entrances and exits, as well as activity at the counting tables. The counting floor video will be live streaming to the world.

We must take great care to protect the ballots and return them in the same condition we receive them. In order to protect the ballots, the following rules will be enforced on the counting floor.

- No food or beverages
- No white paper
- No black pens or markers
- No blue pens or markers
- No personal items

All movement with ballots, cutting of seals, application of seals, and similar actions will be appropriately documented and logged, as well as captured under video to be sure the custody of ballots is maintained at all times. Access to the counting area will be restricted to authorized and credentialed individuals who have passed a comprehensive background check, with mandatory security searches and in/out logs whenever entering or exiting the counting area.



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3. Items Permitted on Counting Tables

- Tally Sheets
- Red Pens
- Green Pens
- Magnifying Rulers
- Pod Colored Paper
- Clock
- Printer
- Computer
- Blank USB Drives

4. Counting

- A ballot will be placed in the ballot tray on the turntable. The turntable will rotate to display the ballot to each of the 3 counters.
- Each counter will place a single line (tally) in the Ballot column indicating that 1 ballot has been viewed.
- Counters will view the paper ballot and place a single line in the column that corresponds to the candidate selected.
- An image of the ballot will be displayed on the monitor above the counter's desk area that can be used to view a larger version but must be confirmed on the paper ballot.
- All tally marks will be made in the same row as that ballot number. After 5 ballots, the tally marks will be made in the next column down on the page.



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5. Totaling Tally Sheet

- Ballots will be counted on the tally sheet in groups of five per tally line.
- After 50 ballots have been tallied, all counters will subtotal their columns and write the subtotal numbers in the columns accordingly.
- After 100 ballots have been tallied, the counters will add the totals of all columns and write the final number of tallies in the totals box for the corresponding candidate.
- The Table Manager will compare the totals on the tally sheets from all three counters.
- If the counter totals match, the tally sheets will be signed and completed
- If 2 of the 3 counter totals match, the discrepancy will be noted and the tally sheets will be signed and completed.
- If none of the totals match, the table manager will direct the reconciliation process and identify which group of 5 ballots includes the discrepancy.
- A recount of the 5 ballots will be completed using the counting process outlined above.



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6. Tally Sheet Guidelines

- Write and Tally in Green ink and correct in Red ink. For green table operations the opposite is true. Tally sheet markings shall be in red ink and corrections performed in green.
- Be sure to fill out the form details completely.
- Be sure to print legibly.
- Write your initials clearly.
- Voided tally sheets and completed tally sheets must be sent to aggregation table with separate custody forms, they are aggregated in different ways and need to be separated.
- **NEVER** rip up voided sheets.
- Tally sheets are considered **legal documents** and must be treated as such.
- Make corrections with a single slash, **DO NOT scribble or X** out tally corrections.
- Explain your correction in the margins and initial.
- **Be sure to initial both** next to your correction mark and explanation.

See Appendix for Ballot Counting Tally Sheet-Exhibit A



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7. Table Manager Tally Sheet Guidelines

- Double check the addition on all sheets for accuracy, prior to submission to aggregation table.
- Check for counter results to match.
 - **Circle YES** if all 3 counters match both races, no comment required.
 - **Circle NO** if all 3 counters DO NOT match both races.
 - Details:
 - Write **“2 of 3 match”** if 2 of 3 match for each race independently.
 - Write **“re-count required”** if counts do not match for each race independently.

Ensure that the batch numbers on the tally sheet correspond with the transmittal sheets.



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8. Ballot Batch Recount Procedure

The ballot counting is expected to achieve a very high level of accuracy. The ballot counting teams must be accurate to within 0.03%. All ballots will be counted by three counters. After 50 ballots the counters will subtotal their counts and after every 100 ballots, the three counters will total their tally sheets. If all three counters' totals on the tally sheets agree, the tally sheets are sent to aggregation. If two of three counters totals agree but the third counter is off 1 or 2 votes in any one race, the tally sheets are also sent to aggregation. If two of three counters' totals agree but the third counter is off by 3 votes in any one race, the ballots must be recounted.

1. The process follows all the regular counting procedures other than scanning.
2. The tally is determined to be outside of acceptable levels by the Module Manager.
3. The Module Manager calls the Pod Manager to the Module
4. The Module Manager moves the pile of counted ballots from the counted ballot pile to the recount position between the scanner position and the turntable.
5. The pile of counted ballots is placed face up, in the same order that they were counted previously.
6. The Scanner observes from near the Counter in position #1
7. The Pod Manager observes from near the Counter in position #2
8. The Module Manager observes from near the Counter in Position #3
9. The Scanner takes the first ballot from the pile and places it on the turntable
10. The Module Manager rotates the turntable to the first counter and the Scanner reviews the vote as the first Counter marks the tally sheet
11. The Module Manager then rotates the turntable to the second counter and the Pod Manager reviews the vote as the second Counter marks the tally sheet
12. The Module Manager then rotates the turntable to the third Counter and reviews the vote as the Counter marks the tally sheet
13. The Module Manager then removes the ballot from the turntable and places it face down on the counted ballot pile



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14. The process repeats from above until the batch is complete
15. If the second tally is not successful, then the Operational Manager and three WAKE TSI senior management personnel are called to the table
16. The WAKE Operational Manager assumes the role of the Module Manager and the WAKE TSI senior management personnel replace the counters and the process repeats from the placement of the ballots.
17. The process is then followed by the WAKE TSI personnel

In all these iterations of this process ONLY the Module Manager and the Scanner touch the ballots.



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9. Personally Identifying Information Policy

During the ballot counting process, no document containing personally identifiable information (PII) should be viewed by counters or audit personnel.

Personally identifiable information is any information that could potentially identify a specific individual. Any information that can be used to deanonymize previously anonymous information or any data that can be used to distinguish one person from another is considered PII.

If PII is discovered on any document inside a ballot box, the following procedure must be followed.

- If encountered during the counting, the table will immediately cease counting. If the PII is visible in the box, the box will be closed immediately.
- Legal and Senate Liaison will be contacted immediately
- Senate Liaison will remove the PII from the ballot box and determine if the ballots can be counted
- Legal department will ensure the ballot box is documented photographically.
- The PII will be removed from the table or the box and placed in a separate box.
- If it is determined by the Senate Liaison and Legal that the ballots cannot be counted, the box will be sealed per the following instructions
- A document chain of custody form will be completed and signed by the Module Manager and the Senate Liaison
- The box will be sealed and the seal number will be recorded on the Chain of Custody Form.
- The box containing the PII will be secured in the locked ballot corral in a section under the control of the Senate Liaison.



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10. In-Place (Module) Adjudication Process

This process defines how to handle the work flows and decision-making processes required to adjudicate a ballot in Maricopa County Arizona during the ballot recount of 2021, pertaining to the November 3, 2020 General Election. No fitness for any other purpose is indicated.

This process begins with the Module Manager's (MM) inspection of the ballot container and container documentation. If it is indicated that the container holds ballots requiring adjudication then the MM will indicate to the others at the module that the ballots in the container require adjudication.

The Paper Examiner (PE) will attempt to reveal if the adjudication is required because of misaligned timing marks on a PRINT ON DEMAND ballot, bleed through from using markers instead of pens, over/under vote conditions, write-in vote, extraneous marks, or if the adjudication is required due to some other issue. If the issue is obvious to the paper examiner, then the ballot is scanned and the Counters adjudicate the ballot as described below. If the issue causing adjudication is not clear but the ballot can be tallied for the races being considered, then the regular process for counting a ballot will be followed. Documentation of the ballot disposition is then recorded by the Module Manager and the Paper Examiner, as is part of their regular functions.

If the ballot is part of a batch indicated as being having been adjudicated the Scanner (SC) will indicate in the ballot image nomenclature that the adjudication letter is M for manual, even if we cannot tell why it needed to be adjudicated.

If the ballot requires adjudication but it is part of a "normal" batch the adjudication indicator is also set to M for manual.

The paper examination and scanning processes are not impacted by adjudication other than in the naming of the scanned image.

The Counters are shown the ballot and the issue is indicated by the MM. The Counters then vote on how the ballot should be disposed. If two of the three Counters select the same disposition then the vote will be cast as agreed. If none of the Counters agree then the vote will be discarded and the disposition



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documented. The ballot will be attached to a colored sheet with a paper clip. The attached sheet will indicate the voting disposition and will then be inserted into the counted ballot pile. For the race or races adjudicated three indications are possible; not counted for that race or races, not counted for any race, or counted for the race or races in questions.

For the Adjudication indicator the settings are:

E for Electronic or M for Manual followed by N = Not Counted, C = Counted, D = Discarded. The last indicator will occur when a decision cannot be reached as to the intent of the voter.

The difference between Not Counted and Discarded is that Discarded is used when agreement cannot be reached as the intent of the Voter, while Not Counted is due to over/under voting, write-in candidates, extraneous marks not allowing a clear decision or some other condition that while problematic, is not clear to the three Counter panel.



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11. Ballot Box Chain of Custody

Upon receipt of ballot pallets from the County, all ballot boxes will be counted and inventoried. The ballot pallets will be moved to the ballot holding corral. The ballot corrals will be secured and under 24-hour video surveillance. No ballot boxes will be removed from the ballot corral without a **Ballot Box Chain of Custody (CoC) Form**.

- The Distribution Corral Manager will complete the Receipt Box ID portion of the form and sign the document preparation section of the form.
- When a ballot box is removed from the ballot corral, each transfer of custody will be recorded on the document and signed by the person received from and the person received by.
- The Distribution Corral Manager will also log the box destination on the Ballot Box Module Log.
- When the ballot box is delivered to a counting table, the Table Manager will verify and sign the Ballot Box Chain of Custody form. As the ballots inside the box are counted, batch numbers from the box label will be verified and recorded on the log.
- The counting modules will be under 24-hour video surveillance.
- At the end of a shift or when the complete box has been counted, the Table Manager will complete the chain of custody form for a return to Ballot Corral.

See Appendix for Tally Sheet Chain of Custody Form - Exhibit B



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12. Batch Slip Discrepancy Policy

For each batch of ballots that includes the pink batch slip, the table manager should verify the batch numbers on the box label to the batch number on the pink batch slips.

After counting a batch of ballots, the table manager should compare the total number of ballots counted in the batch to the total number on the pink ballot batch sheet. If the numbers match, the table manager will continue to the next batch. If the actual number of ballots counted does not match the total ballots listed on the pink slip, the table manager should complete a batch slip discrepancy form.

The batch slip discrepancy form will be placed inside the box with the pink slip in the stack of ballots.

When the batch is photographed at the paper examination station, the pink batch slip and the discrepancy form will be captured to document the discrepancy in the batch.



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13. End of Shift Process

No shift will end without finishing a tally sheet at 50 or 100 ballots counted using established batch ending procedures for ballot security and tally sheet aggregation.

1. If a module finishes a tally sheet within 20 minutes, the Module/Table Manager shall determine if the table should begin a new count or dismiss for the day.
2. If at the scheduled end of a shift, the module has not yet completed a count of 50 or 100 ballots, the staff in that module must continue the count until the counting team reaches that point.
3. When the final tally of the shift is completed:
 - a. Once all documentation has been deemed correct, table personnel will be dismissed.
 - b. The ballots will be secured in the box and sealed per existing procedures and returned to the corral.
 - c. The Module Manager must print a Shift End Box Form and add that to the outside of the box.
 - d. Module Manager must then follow the box seal procedures and record seal numbers on required documents.
 - e. Module Manager must wait for a Runner to retrieve the box and sign required Chain of Custody (CoC) documents.
4. Shift End Box Form
 - a. Shift End Box Form will identify the Pod, Module, Date, Time and Module Manager's Name.
 - b. Module Manager must make selection indicating if the box is finished and should be returned to the Receipt Corral OR if the box is not finished and must be returned to the Distribution Corral.
 - c. Module Manager must also record the batch numbers completed and the box ID information.



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5. Shift Open Process

- a. Unfinished Boxes from a previous shift will be returned the original counting module at the start of the next shift.
- b. Module Manager must check the log to ensure that the box delivered to the module is the box that was being counted at that module during the previous shift.



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14. Ballot Paper and Ink Inspection Station Process

The purpose of this process is to collect information about the ballot paper, ballot ink and selection marks on the physical ballot during the hand recount process. This should be limited to those things that require the direct examination of the physical ballot and defer examination of those things that could be detected using the scanned ballot images. The process must incorporate considerations for accuracy and speed in examination.

Batch Weight

1. When a new batch bag is opened, the PE will use the assigned counting scale to weigh the batch of ballots and record the estimated range of ballots in the batch on the Batch Paper Examiner Log.
2. The PE will compare the estimated range of ballots to the total number of ballots counted reported on the batch count document.
3. If the actual number of ballots is outside the expected range, the PE will determine if the whole batch must go to TIER 2 examination. At Tier 2 examination, the out of weight ballots will be identified.
4. The PE will compare the estimated number of ballots to the total number of ballots counted reported on the batch count document.

Ballot Examination

1. Paper Examiner 1 - Full Ballot Image Capture

- a. The batch stack will be placed beside the camera mount. Going in order from top to bottom, the PE1 will place the ballot on the alignment guide and press the clicker on the camera to capture the ballot image.
- b. PE1 will flip the ballot and press the clicker to capture the back of the image.
- c. PE1 will view images on screen to verify images. If clear, move to c. If unclear, re-image.
- d. Maricopa File Mover will default to the fold/no fold based on the ballot type. If an exception is found, PE 1 will click the button to assign the fold designator to the file name.

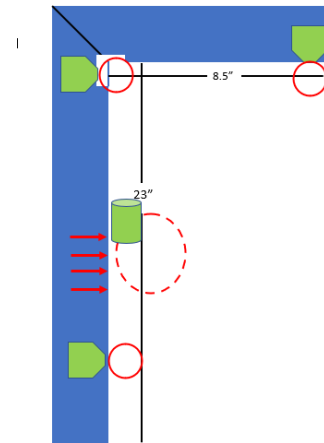
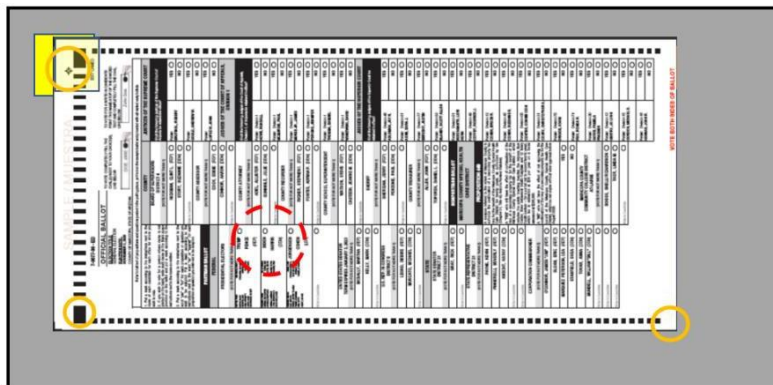


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e. PE1 will remove the ballot from the alignment pad and place in the microscope inbox tray.

2. Paper Examiner 2 – Microscope Camera

- a. PE2 will place the ballot on the LED microscope pad platform.
- b. PE2 will slide the presidential selection scope to the appropriate alignment arrow.
- c. When visually confirmed by PE2, a mouse click will trigger all for microscope cameras to capture images
 - i. Corner
 - ii. Alignment bullseye
 - iii. Large timing mark
 - iv. Presidential selection mark



3. Paper Examiner 3 -Table Documentation

- a. Document any ballot anomalies noted by PE1 or PE2 on the Batch Paper Examination Log.
- b. Place ballot in ballot box

4. Paper Examiner 4 – Photo Exam



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- a. When possible, have a paper hander and clicker at the PE table to make the process faster and more efficient.
- b. If possible, this person will click the photo clicker.

Box End Process

1. At the end of the box, the PE 1 will run Vice Versa on the laptop to compare the SD directory to the server directory and reconcile any differences.
2. PE 1 will eject the SD card from the laptop and insert into the microscope camera.
3. Microscope images will be copied to the SD card.
4. PE 1 will run Vice Versa to compare the microscope image directories and reconcile any differences.
5. Eject the SD card from the microscope laptop and place in envelope.
6. Place envelope with SD card in the ballot box and call for a runner.

Forensic Examiner – Tier 2

All questionable ballots will be evaluated by the Table Lead Forensic Examiner. If FE determines that the ballot is questionable, the ballot will be removed from the batch and sent for further analysis.

- a. Two copies of Chain of Custody form will be printed.
 - a. Copy 1 signed by FE and Pod Manager and placed in the batch finished pile where the questionable ballot had been
 - b. Copy 2 signed by FE and Pod Manager and taken to the Tier 2 examination table.
- b. Examiner will sign Chain of Custody, note criteria that prompted Tier 2 on the form and insert into ballot folder



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Batch Paper Examination Log

Record the following information:

- Box ID and Date from County Label
- Batch Number
- Batch Type (ED, EV, LEV)
- Batch weight and estimated ballot count
- Actual ballot count for batch
- Ballot ID that were PF or PU if different from batch type
- Ballot IDs sent to Tier 2 and reason code

End of Day – Closing Procedures

- PE 1 will turn off the camera and shutdown the imaging laptop.
- PE 2 will turn off the microscope cameras, light board and microscope laptop.
- All ballot box documentation will be completed and the ballot box will be returned to the corral.



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15. Tally Aggregation Process

1. When a counting round is complete: the Table Manager reviews the Tally sheets for compliance with the **'Tally sheet guidelines'**, completes a Chain of Custody (CoC) Form, and requests a runner to pick up the Tally Sheets and deliver to the Aggregation Table.
2. The Runner reviews the Tally sheets with the table manager for compliance with the **'Tally Sheet Guidelines'** before bringing the tally sheets to the aggregation Chain of Custody Receipt table.
3. The aggregation CoC receipt table reviews the Tally sheets with the Runner for compliance with the **'Tally Sheet Guidelines'**. If the Tally Sheet complies with the guidelines, the aggregation CoC table stores the days' tally sheets together in a labeled bin before they are physically filed by table and by date. If details are missing or errors are found on the Tally sheet, the runner returns the Tally Sheets to the Table manager for corrections until all details comply with guidelines.
4. The aggregation receiving table sorts the tally sheets by table, by date, waiting for data entry.
5. The aggregation data entry person enters the tally sheet details, by table, by date into an excel template; once completed the physical tally sheets are filed by table, by date, in file boxes.

End of Day Process:

At the end of each day the Excel templates are saved to a USB drive and aggregated together. The USB drive is kept in a bin and locked in the corral overnight. This process is followed each time: 1) day's tally sheets are completed and entered or 2) at the completion of a day's set of tally sheets or 3) the end of a working day or shift. The file boxes are kept in an aggregation CoC area until end of day, whereupon they are transported to the secure holding area of the corral.

Aggregation Totals



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The data in each spreadsheet is aggregated into a master spread sheet where it is programmatically reviewed for:

- Data entry or keying errors
- Pass/Fail accuracy of the count in accordance with the Tally sheet guidelines.

Any data discrepancies are re-checked against the paper tally sheets for accuracy.

Aggregation Auditability and transparency:

The hard copy of all tally sheets are preserved and assigned a unique ID.

Data entry personnel enter the sheet data into a system so that the numbers can be aggregated.

Each entry can be tied back to a source document for full auditability and transparency.



117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT A
Ballot Counting Tally Sheet



117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT B
Ballot Tally Sheet Chain of Custody



117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT C
Ballot Box Chain of Custody

© WAKE Technology Services, Inc. 2021

AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-F, 21-0472,
21-0476-G, 21-0465, 21-0468, www.wakettsi.com 000937



117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT D
Batch Paper Examination Log

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117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT E
Escalation Criteria (In Development)

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117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT F
Representative Specimen Chart (In Development)



117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

EXHIBIT G
Pallet Examination Log

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117 West Gay Street, Suite 126
West Chester, PA 19380
Phone 877.WAKETSI
Phone 877.925.3874
Fax 610.692.4355

FLOOR OPERATING HANDBOOK

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AMERICAN
OVERSIGHT

AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-F, 21-0472,
21-0476-G, 21-0465, 21-0468, www.wakettsi.com 000942

Pallet Receipt Log

#	Pallet Receipt Log	Pallet No.
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
	Label Date:	Box Seal No.:
	Ballot Type:	Match Docs: YES NO
	Scanner ID:	Note:
	Label Batch Numbers:	
Received From:		Received By:
		Date:



We have prepared a quote for you

Registration/PE/AGG Table Equip

Quote # 001788
Version 1

Prepared for:


Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Unitech Card Reader <ul style="list-style-type: none"> • Expedited Shipping 	\$194.27	2	\$388.54
Calculators	\$13.99	43	\$601.57
Magnifying Ruler	\$3.49	129	\$450.21
Red and Green BIC Pens QTY: 370	\$94.00	1	\$94.00
Registration Ribbon Toner <ul style="list-style-type: none"> • Expedited Shipping 	\$147.00	2	\$294.00
Registration Card Stock QTY: 500 <ul style="list-style-type: none"> • Expedited Shipping 	\$422.66	1	\$422.66
35mm Prime Lens EF Mount	\$149.99	16	\$2,399.84
Light box for Microscopes	\$27.99	17	\$475.83
High Yield Xerox B205 Toner	\$0.00	182	\$0.00
Blue Tamper Proof Tape	\$15.99	50	\$799.50
Powered USB Hub	\$79.99	35	\$2,799.65
REFUND USB Hub Return	(\$79.99)	17	(\$1,359.83)
100ct Triple A Batteries	\$34.99	10	\$349.90
High Resolution Microscopes	\$46.99	90	\$4,229.10
PE Table Squares	\$11.99	9	\$107.91
Mini HDMI to HDMI	\$14.99	29	\$434.71
Pallet of Water	\$569.99	3	\$1,709.97
Assorted T-Shirts	\$3,393.00	1	\$3,393.00
Drum Cartridge For Printers	\$68.95	10	\$689.50
Used Canon 5D MK iii w/ expedited shipping	\$1,085.00	2	\$2,170.00
Microscope Illuminator w/ expedited shipping	\$311.84	32	\$9,978.88

Hardware

Description	Price	Qty	Ext. Price
PE Floor Tape, White & Black w/ expedited shipping	\$23.79	10	\$237.90
Binders, Highlighters, Lanyards, Clorox Wipes, Gloves, Etc.	\$474.29	1	\$474.29
Custom Desktop PC---10th gen i9, 1tb NVMe, 64gb RAM, 10gb NIC Adapter, Thunderbolt PCIe Card	\$2,440.00	1	\$2,440.00
Fully managed, Layer 3 switch with (4) 25G SFP28 ports and (28) 10G SFP+ ports.	\$899.00	1	\$899.00
SFP Modules, Patch Cables & Adapters	\$349.99	1	\$349.99
SanDisk Extreme PRO® Portable SSD - 4TB V2	\$899.99	25	\$22,499.75
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder	\$299.00	2	\$598.00
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder 			
8Tb HDD	\$239.99	8	\$1,919.92

Subtotal: **\$59,847.79**

Registration/PE/AGG Table Equip

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001788

Version: 1
Delivery Date: 05/26/2021
Expiration Date: 06/20/2021

Quote Summary

Description	Amount
Hardware	\$59,847.79
Subtotal:	\$59,847.79
Estimated Tax:	\$4,817.73
Total:	\$64,665.52

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/26/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Initials: DL
Date: 5/26/2021 2:55:04 PM
IP Address: 65.140.248.179
Email Address: dlogan@cyberninjas.com
PO Number: _____



ROAD DOG SHOW PROS LLC
2730 W. Windrose Dr, Phoenix, AZ. 85029

Prepared for: Strat Tech 7825 E. Gelding Dr. Suite #104 Scottsdale, AZ 85260	Prepared by: Mark Krall General User
---	---

Event Summary

Event Name : Audit Load out and In	Load in : 5/13/2021 8AM
On site Contact :	Load out : 5/20/2021 5PM

ROOM <i>Audit Load out and In:</i>	\$6,850.00
EQUIPMENT TOTAL	\$6,850.00
LABOR <i>(Includes set up, strike and principal leads from all rooms)</i>	\$11,900.00
SHIPPING / TRUCKING	
MISC EXPENSES <i>(tape, batteries, travel, media etc.)</i>	\$250.00
TAX	\$589.10
TOTAL ESTIMATED COST	\$19,589.10

SIGNATURE _____ **DATE:** _____

1. 50% Deposit of estimated total is due 14 days prior to stated load-in day
2. A final invoice will be generated within 5 days of the completion of the event. This invoice will be paid 30 days NET from the date on the invoice
3. All on-site overages or additions will be discussed with the client before any additions or changes will be made
4. ROAD DOG IS RESPONSIBLE FOR ALL EQUIPMENT AND SERVICES STATED IN THE QUOTE ABOVE. IN ADDITION WE WILL WORK CLOSELY WITH THE VENUE ENGINEERING AND AUDIO VISUAL DEPTS TO ARRANGE ANY OTHER NEEDS FOR THE MEETING'S DEMANDS.
5. LABOR RATES INCLUDE 10 HOUR DAYS. TIME AFTER 10 HOURS WILL BE AT A RATE OF 1.5
6. QUOTE IS GOOD FOR 45 DAYS. THIS DOES NOT INCLUDE ANY UNEXPECTED AND UNPREDICTABLE ESTIMATE REGARDING AIRFARE, HOTEL CHARGES AND SHIPPING.

Show Details

Equipment Ref: SHW1428EQL01

Venue: Strat Tech

Title: Audit Load out and In:

Transportation: Client Picks Up, Client Returns

QTY	ITEM		
<i>Tractor Trailer rental</i>			
<i>Change Description or Delete</i>			
<i>New Equipment</i>			
3	52' semi trailers		
2	36' trailers		
1	45" semi trailer		
1	Tractor Day cab 2 weeks		
<i>Change Description or Delete</i>			\$4,950.00
<i>Tractor Trailer rental</i>			\$4,950.00
<i>Cameras</i>			
<i>Change Description or Delete</i>			
<i>New Equipment</i>			
4	Epiphan Pearl nano		
4	Marshal Mini Cams		
<i>Change Description or Delete</i>			\$1,900.00
<i>Cameras</i>			\$1,900.00
Audit Load out and In:			\$6,850.00
Equipment Total:			\$6,850.00

Labor

Title	Start	Until	Rate	Days	Total
Drivers on the out	05/13/21 08:00 am	05/14/21 05:00 pm			
Qty Description					
1 Driver			\$450.00	2	\$900.00

Title	Start	Until	Function	Rate	Days	Total
Load out crew Day 1	05/13/21 09:00 am	05/13/21 05:00 pm	Load Out			
Qty Description						
9 Stagehand-Load Out				\$400.00	1	\$3,600.00

Title	Start	Until	Function	Rate	Days	Total
Camera set up	05/13/21 10:00 am	05/13/21 05:00 pm	Load In			
Qty Description						
1 V1 Video Engineer				\$600.00	1	\$600.00

Title	Start	Until	Rate	Days	Total
Load out day 2	05/14/21 08:00 am	05/14/21 05:00 pm			
Qty	Description		Rate	Days	Total
2	Stagehand-Load Out		\$400.00	1	\$800.00

Title	Start	Until	Rate	Days	Total
Driver on In	05/21/21 08:00 am	05/24/21 05:00 pm			
Qty	Description		Rate	Days	Total
1	Driver		\$450.00	4	\$1,800.00

Title	Start	Until	Rate	Days	Total	Function
Load in	05/22/21 08:00 am	05/22/21 05:00 pm				Load In
Qty	Description		Rate	Days	Total	
9	Stagehand-Load In		\$400.00	1	\$3,600.00	
1	Project Manager		\$600.00	1	\$600.00	

Labor Total **\$11,900.00**

Misc Expenses

Fuel		\$150.00
Milage		\$100.00
<i>Total Misc Expenses</i>		\$250.00

PROJECT CHANGE ORDER REQUEST FORM

Project Name: Election Audit Project (MSA dated 04/09/21)
Requesting Person: David Perkins
Project Manager: Doug Logan
Owner: Doug Logan

PROJECT ITEM DETAILS

Customer requests additional cameras throughout area (23). Additional hardware needed in conjunction with the cameras themselves.

Powered USB hubs are requested for microscopes.

PROJECT ITEM REQUESTED CHANGE

(32) Powered USB Hubs: 8 Tables x 4 Microscopes per table-----\$959.68

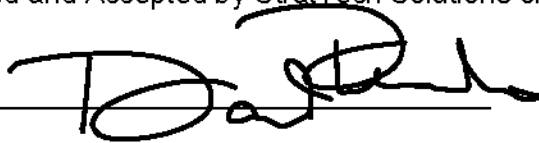
23 Cameras, along with additional NVR & HDD's, Switch, Cabling, Mounts, and Configuration----\$17,591.75

CHANGE IN PRICE

Net Increase:	\$18,551.43	Net Decrease:	
---------------	-------------	---------------	--

Approved and Accepted by StratTech Solutions on the _12_ day of April 2021

By: _____



Its: _____ Operations Director _____

Approved and Accepted on the ____ day of April 2021

By: _____



Its: CEO _____

PROJECT CHANGE ORDER REQUEST FORM

Project Name: Election Audit Project (MSA dated 04/09/21)
Requesting Person: David Perkins
Project Manager: Doug Logan
Owner: Doug Logan

PROJECT ITEM DETAILS

Customer requests additional cameras throughout area (23). Additional hardware needed in conjunction with the cameras themselves.

Powered USB hubs are requested for microscopes.

PROJECT ITEM REQUESTED CHANGE

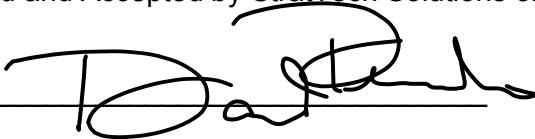
(32) Powered USB Hubs: 8 Tables x 4 Microscopes per table-----\$959.68

23 Cameras, along with additional NVR & HDD's, Switch, Cabling, Mounts, and Configuration----\$17,591.75

CHANGE IN PRICE

Net Increase:	\$18,551.43	Net Decrease:	
---------------	-------------	---------------	--

Approved and Accepted by StratTech Solutions on the 12 day of April 2021

By: 

Its: _____ Operations Director _____

Approved and Accepted on the _____ day of April 2021

By: _____

Its: _____

PROJECT CHANGE ORDER REQUEST FORM

Project Name: Election Audit Project (MSA dated 04/09/21)
Requesting Person: Alan Gleghorn
Project Manager: Doug Logan
Owner: Doug Logan

PROJECT ITEM DETAILS

Customer requests additional 12 Ballot Examiner Positions.

PROJECT ITEM REQUESTED CHANGE

12 Ballot Examiner Positions (Pay, Training and Background Check) \$129,456
Discount on Modification of 30% as discussed Balance Owing = \$90,620

CHANGE IN PRICE

Net Increase:	\$90,620	Net Decrease:	
---------------	----------	---------------	--

Approved and Accepted by StratTech Solutions on the 15th day of April 2021

By: R. G. [Signature]

Its: President

Approved and Accepted on the 15 day of April 2021

By: [Signature]

Its: CEO

	A	B	C	D
1	MSA Agreement with Cyber Ninjas 4 9 2021			
2				
3		Date	Charges	Payments
4				
5	Contract	9-Apr	\$ 292,180	\$ 292,180
6		13-Apr		\$ 50,000
7		27-Apr		\$ 75,000
8	Contract	30-Apr	\$ 207,360	
9		30-Apr		\$ 418,588
10	Contract	7-May	\$ 181,440	
11		10-May		\$ 315,433
12	Contract	Completion	\$ 16,088	
13				
14	Change	9-Apr	\$ 18,551	
15	Change	9-Apr	\$ 36,120	
16	Change	9-Apr	\$ 90,620	
17	Change	19-Apr	\$ 13,998	
18	Change	27-Apr	\$ 75,190	
19	Change	29-Apr	\$ 224,609	
20	Change	3-May	\$ 23,255	
21	Change	8-May	\$ 180,000	
22	Change	8-May	\$ 12,567	
23	Change	8-May	\$ 8,224	
24	Change	10-May	\$ 77,224	
25	Change	10-May	\$ 12,500	
26	Change	12-May	\$ 63,043	
27				
28	Total		\$ 1,532,968	\$ 1,151,201

	E
1	
2	
3	Purpose
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	Additional Cameras and USB Hubs
15	Live Streaming
16	12 Additional Ballot Examiner Positions
17	Streaming Change - Cotton's Area and Cox Pipe
18	Network Upgrade - Storage
19	SD Cards/Additional Cameras
20	Laptops and Cameras
21	6 Days Extension of Scanners/Paper Examiners/Aggregation Table Folks
22	Extension Time on Streaming May 7 to May 14
23	Misc Items/Event Tables
24	Technical Support Number
25	Volunteer Support Team Setup and Operation
26	Additional PE Table Set Ups
27	
28	

PROJECT CHANGE ORDER REQUEST FORM

Project Name: Election Audit Project (MSA dated 04/09/21)
Requesting Person: Alan Gleghorn
Project Manager: Doug Logan
Owner: Doug Logan

PROJECT ITEM DETAILS

Technical Support and Design by StratTech Team over and above contracted hours.
Support of Counting Process, tabulation and data transfer. Internet Setup and Camera for Todd, Registration Software Support, etc.
Support Dates Covered April 22 – May 7 2021

PROJECT ITEM REQUESTED CHANGE

788 hours at \$140 per hour (Standard Blended Rate) = \$110, 320
30% Discount Applied = \$77,224

CHANGE IN PRICE

Net Increase:	\$77,224	Net Decrease:	
---------------	----------	---------------	--

Approved and Accepted by StratTech Solutions on the 15th day of <AUTODATE>

By: _____

Its: President

Approved and Accepted on the ____ day of <AUTODATE>

By: _____

Its: _____

StratTech Solutions, LLC.
 7825 E Gelding Drive , Ste 104
 Scottsdale, AZ 85260
 accounting@stsaz.com



BILL TO
 Cyber Ninja's
 5077 Fruitville Rd
 Suite 109-421
 Sarasota, FL 34232

SHIP TO
 Cyber Ninja's
 5077 Fruitville Rd
 Suite 109-421
 Sarasota, FL 34232

INVOICE # 3509
DATE 06/09/2021
DUE DATE 06/09/2021
TERMS Due on receipt

ACTIVITY	QUANTITY	RATE	AMOUNT
Labor Road Dog Streaming May 30-Jun 5	1	14,440.00	14,440.00
Reimbursable Expense Item Misc HR Expenses Hotel, Car, Flights etc.	1	31,216.00	31,216.00
Labor Payroll Expense Week of May 30-Jun 5	1	438,281.00	438,281.00
Reimbursable Expense Item Quote #1792 - Misc Expense/Purchase	1	11,209.00	11,209.00
See Attached Quote #1792 for Details			

Change Order for May 30th - June 5th.

BALANCE DUE

\$495,146.00

StratTech Solutions, LLC.
 7825 E Gelding Drive , Ste 104
 Scottsdale, AZ 85260
 accounting@stsaz.com



BILL TO
 Cyber Ninja's
 5077 Fruitville Rd
 Suite 109-421
 Sarasota, FL 34232

SHIP TO
 Cyber Ninja's
 5077 Fruitville Rd
 Suite 109-421
 Sarasota, FL 34232

INVOICE # 3505
DATE 06/02/2021
DUE DATE 06/02/2021
TERMS Due on receipt

ACTIVITY	QUANTITY	RATE	AMOUNT
Labor Leadership - Daily Rate	6	39,240.00	235,440.00
Labor STS Base - Daily Rate	6	20,800.00	124,800.00
Labor STS Technical Support - Daily Rate	6	9,000.00	54,000.00
Labor OG -Daily Rate	6	14,850.00	89,100.00
Reimbursable Expense Item General Expenses	1	24,629.00	24,629.00
Project Quote #1790 - Additional 32 PE Tables (Tax Included)	1	221,167.43	221,167.43
See Quote #1790 Attached for Details			
Project Quote #1791 - Server Backup Infrastructure for New Storage Requirements (Tax Included)	1	72,404.30	72,404.30
See Quote #1791 Attached for Details			

Change Order for Week of May 31st.

SUBTOTAL 821,540.73
SHIPPING 5,347.00
TOTAL 826,887.73
BALANCE DUE **\$826,887.73**



For ACH please use
 Routing Number 122100024
 AZ-SEN-21-0466, 21-0473, 21-0477, 21-0480, 21-0481-F, 21-0472,
 Account Number 566517778
 21-0476-G, 21-0465, 21-0468, 21-0469-H, 21-0640-J-000962

	A	B	C	D	E	F	G	H	I	J
1	MSA Agreement with Cyber Ninjas 4 9 2021									
2										
3		Date	Charges	Payments	Purpose					
4										
5	Contract	9-Apr	\$ 292,180	\$ 292,180						
6		13-Apr		\$ 50,000						
7		27-Apr		\$ 75,000						
8	Contract	30-Apr	\$ 207,360							
9		30-Apr		\$ 418,588						
10	Contract	7-May	\$ 181,440							
11		10-May		\$ 315,433						
12		14-May		\$ 359,406						
13	Contract	Completion	\$ 16,088							
14										
15	Change	9-Apr	\$ 18,551		Additional Cameras and USB Hubs					
16	Change	9-Apr	\$ 36,120		Live Streaming					
17	Change	9-Apr	\$ 90,620		12 Additional Ballot Examiner Positions					
18	Change	19-Apr	\$ 13,998		Streaming Change - Cotton's Area and Cox Pipe					
19	Change	27-Apr	\$ 75,190		Network Upgrade - Storage					
20	Change	29-Apr	\$ 224,609		SD Cards/Additional Cameras					
21	Change	3-May	\$ 23,255		Laptops and Cameras					
22	Change	8-May	\$ 180,000		6 Days Extension of Scanners/Paper Examiners/Aggregation Table Folks					
23	Change	8-May	\$ 12,567		Extension Time on Streaming May 7 to May 14					
24	Change	8-May	\$ 8,224		Misc Items/Event Tables					
25	Change	10-May	\$ 45,380		SSDs Inv #1781					
26	Change	10-May	\$ 77,224		Technical Support Number					
27	Change	10-May	\$ 12,500		Volunteer Support Team Setup and Operation					
28	Change	12-May	\$ 63,043		Additional PE Table Set Ups Inv #1782					
29	Change	13-May	\$ 26,573		Reliable Background Checks for Volunteers Inv #40649,40645					
30	Change	13-May	\$ 19,589		Road Dog Move Out/In					
31	Change	14-May	\$ 40,740		StratTech Technical Hours week of May 10-14 including move out 291 hours					
32										
33										
34	Total		\$ 1,665,250	\$ 1,510,607	\$ 154,643					



We have prepared a quote for you

Tables, Supplies ETC.

Quote # 001789
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Table Rental Thru 6/18/21	\$5,982.00	1	\$5,982.00
Face Shields (100) & Lanyards (300)	\$277.00	1	\$277.00
Motorola T460 w/ headsets (24 pk)	\$1,361.00	1	\$1,361.00
Post it Table Top Easel w/ Dry Erase Board	\$36.99	10	\$369.90
3XL Grey T shirt 12 pack	\$72.99	1	\$72.99
Acrylic Sign Holders 10 pack	\$55.00	1	\$55.00
Label Tape 5 pack	\$17.99	1	\$17.99
Clear Paper Sleeves 100 pk	\$28.00	1	\$28.00
Clipboards 10 pk	\$34.99	1	\$34.99
10gb PCIe NIC	\$129.99	1	\$129.99
Canon Remote Shutter	\$44.00	20	\$880.00
Dell 27 inch Monitor	\$329.99	2	\$659.98
1200ct Page markers	\$13.00	5	\$65.00

Subtotal: **\$9,933.84**

Project Services

Description	Price	Qty	Ext. Price
Service - T&M	\$95.00	4	\$380.00
Service or project labor billed at actual work role rates.			

Subtotal: **\$380.00**

 Statement of Work

Objectives

Customer has recognized the need to...

Tasks

- Unbox and Stage...
- Install and update...

▶ Statement of Work

- Configure...
- Document...

NOTE: You can past and format text into Sell as one lump, or break it out into separate line items, using the Product Description as the headers of the various sections of your SOW.

Don't put any revenue (\$) in this tab or in the document. We will use a different tab for that.

(DELETE ME)

Tables, Supplies ETC.

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001789

Version: 1
Delivery Date: 06/01/2021
Expiration Date: 06/23/2021

Quote Summary

Description	Amount
Hardware	\$9,933.84
Project Services	\$380.00

Subtotal: **\$10,313.84**

Estimated Tax: **\$799.68**

Total: **\$11,113.52**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____

Name: David Perkins

Title: Solutions Architect

Date: 06/01/2021

Cyber Ninjas

Signature: _____ 

Name: Doug Logan

Initials: DL

Date: 6/1/2021 3:15:38 PM

IP Address: 65.140.248.179

Email Address: dlogan@cyberninjas.com

PO Number: _____



We have prepared a quote for you

Server Backup Solution

Quote # 001791
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
QNAP 24-Bay Active-Active Dual Controller ZFS NAS and iSCSI/ IP-SAN. 3U, SAS 12G (compatible with SAS 6G), 3 x Gigabit LAN, 4x10GbE(SFP+) w/ 182Tb SAS SSD	\$67,010.00	1	\$67,010.00

Subtotal: **\$67,010.00**

Server Backup Solution

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001791

Version: 1
Delivery Date: 06/01/2021
Expiration Date: 06/28/2021

Quote Summary

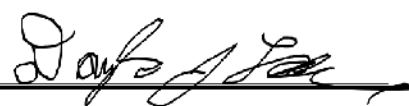
Description	Amount
Hardware	\$67,010.00
Subtotal:	\$67,010.00
Estimated Tax:	\$5,394.30
Total:	\$72,404.30

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 06/01/2021

Cyber Ninjas

Signature: 
Name: Doug Logan
Initials: DL
Date: 6/1/2021 3:20:04 PM
IP Address: 65.140.248.179
Email Address: dlogan@cyberninjas.com
PO Number: _____



We have prepared a quote for you

Change Order 5/3/21 Laptops&Cameras

Quote # 001778

Version 1






Prepared for:

Cyber Ninjas

Doug Logan

dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Ubiquiti UniFi 8 Megapixel Network Camera - Bullet - H.264 - 3840 x 2160 - 3x Optical - OS08A20 - Wall Mount, Ceiling Mount, Pole Mount 	\$449.00	6	\$2,694.00
Base For Overhead Cameras (Tables)	\$74.99	6	\$449.94
Hardware for Overhead Cameras (Tables)	\$84.00	6	\$504.00
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder 	\$299.00	1	\$299.00
Seagate Skyhawk 4TB Surveillance Internal Hard Drive <ul style="list-style-type: none"> • (4) 14TB HDD in RAID 5 = 42 TB of Usable Disk For Storage • Cameras Will Record 24/7 for 15 Days 	\$120.00	4	\$480.00
Acer TravelMate P2 P214-52 TMP214-52-71JW 14" Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7-10510U Quad-core (4 Core) 1.80 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - In-plane Switching (IPS) Technology, ComfyView 	\$829.00	20	\$16,580.00
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	5	\$7,375.00
Assorted Lengths Cat6	\$24.99	20	\$499.80
Ubiquiti UniFi Ethernet Switch - 2 Layer Supported Ubiquiti UniFi Ethernet Switch - 2 Layer Supported 	\$249.00	1	\$249.00
usb A to usb C adapter	\$25.00	9.99	\$249.75

Subtotal: **\$29,380.49**

Software

Description	Price	Qty	Ext. Price
Microsoft Office 2019 Pro Plus	\$149.00	10	\$1,490.00

Subtotal: **\$1,490.00**

Project Services

Description	Price	Qty	Ext. Price
<p>Laptop Implementation</p> <p>Installation and Configuration of Network Infrastructure</p> <p><u>Offsite Configuration</u></p> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group 	\$8,750.00	1	\$8,750.00

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ● Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ○ Load software for local printer to laptop ○ Connect printers to Administrative Laptops ○ Verify printer operates with process identified during Kick Off Meeting ● Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ○ Service Pack Scanning Station Laptops ○ Name Laptops with Naming Convention determined in Kick Off Meeting ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations ● Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop ● Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation ● Install & Configure Veeam Backups on Primary Domain Controller / File Server ● Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> ● Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination ● Deliver Rack with Network Equipment Preconfigured ● Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Power on systems after securing connectivity ○ Verify systems are on line and operational ● Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Scanning Station laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ○ Connect printers to power ○ Connect printers to laptop through USB cable ○ Verify printer is operational through printing test page ● Place Scanners in locations provided <ul style="list-style-type: none"> ○ Connect scanners to each scanning station ○ Test scanner to ensure operation ● Place Monitors in locations <ul style="list-style-type: none"> ○ Unpack monitors and mount to stands ○ Connect monitors to scanning station laptops ○ Verify operation 			

Project Services

Description	Price	Qty	Ext. Price
Camera System Installation & Configuration Installation and Configuration of Camera System <u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Cameras • Unpack & Setup NVR • Connect Cameras to Network Switch • Adopt Cameras into Configuration • Update Each Camera to Latest Firmware • Update NVR to Latest Firmware • Configure Camera Settings within NVR <u>Onsite Setup</u> <ul style="list-style-type: none"> • Deliver Camera Equipment • Rack Camera NVR and Switches • Build Stands for Cameras • Pull Cable and Terminate to Camera Locations • Mount Cameras to Stands • Connect Cameras to Network • Verify Camera system is Optimal • Label all equipment based upon function, location, and device name 	\$1,240.00	1	\$1,240.00
Expedited Shipping Shipping	\$1,835.00	1	\$1,835.00

Subtotal: **\$11,825.00**

 Statement of Work

Objectives

Customer has recognized the need to...

Statement of Work

Tasks

- Unbox and Stage...
- Install and update...
- Configure...
- Document...

NOTE: You can past and format text into Sell as one lump, or break it out into separate line items, using the Product Description as the headers of the various sections of your SOW.

Don't put any revenue (\$) in this tab or in the document. We will use a different tab for that.

(DELETE ME)

Change Order 5/3/21 Laptops&Cameras

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001778

Version: 1
Delivery Date: 05/03/2021
Expiration Date: 05/31/2021

Quote Summary

Description	Amount
Hardware	\$29,380.49
Software	\$1,490.00
Project Services	\$11,825.00
Subtotal:	\$42,695.49
Estimated Tax:	\$2,485.06
Total:	\$45,180.55

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/03/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Date: _____



We have prepared a quote for you

SSD's

Quote # 001781
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Sandisk 4tb Portable SSD	\$699.99	60	\$41,999.40
Subtotal:			\$41,999.40

SSD's

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001781

Version: 1
Delivery Date: 05/10/2021
Expiration Date: 06/07/2021

Quote Summary

Description	Amount
Hardware	\$41,999.40
Subtotal:	\$41,999.40
Estimated Tax:	\$3,380.95
Total:	\$45,380.35

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/10/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Date: _____



We have prepared a quote for you

Additional P.E. Tables


Quote # 001782
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	17	\$25,075.00
USB Microscopes	\$37.99	68	\$2,583.32
1000ft Cat 6 Cable	\$219.00	2	\$438.00
5 port switch	\$39.99	5	\$199.95
20ft extension chord	\$39.99	15	\$599.85
usb A to usb C adapter	\$9.99	34	\$339.66
20 ft cat6 patch cables	\$20.00	34	\$680.00
Gaffers Tape 3" X 90 Ft. GT PRO	\$39.99	32	\$1,279.68
Canon Remote shutter	\$17.00	29.95	\$509.15
Canon Power adapter	\$44.95	17	\$764.15
Canon Interface cable	\$9.99	17	\$169.83
8-in-1 USB-C Hub <ul style="list-style-type: none"> • USB-C port • 2 USB-A data ports • 2 HDMI ports • Ethernet port • microSD/SD card reader 	\$79.99	17	\$1,359.83

Subtotal: \$33,998.42

Project Services

Description	Price	Qty	Ext. Price
Laptop Implementation (34 Laptops)	\$12,750.00	1	\$12,750.00
Installation and Configuration of Network Infrastructure			
<u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific 			

Project Services

Description	Price	Qty	Ext. Price
<p>Objectives</p> <ul style="list-style-type: none"> • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group ◦ Add users to the Local Admin Group as defined in the Kick Off Meeting • Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ◦ Load software for local printer to laptop ◦ Connect printers to Administrative Laptops ◦ Verify printer operates with process identified during Kick Off Meeting 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ○ Service Pack Scanning Station Laptops ○ Name Laptops with Naming Convention determined in Kick Off Meeting ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations • Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop • Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation • Install & Configure Veeam Backups on Primary Domain Controller / File Server • Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> • Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination • Deliver Rack with Network Equipment Preconfigured • Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff ○ Power on systems after securing connectivity ○ Verify systems are on line and operational • Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop • Place Scanning Station laptops in locations provided 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ○ Connect printers to power ○ Connect printers to laptop through USB cable ○ Verify printer is operational through printing test page ● Place Scanners in locations provided <ul style="list-style-type: none"> ○ Connect scanners to each scanning station ○ Test scanner to ensure operation ● Place Monitors in locations <ul style="list-style-type: none"> ○ Unpack monitors and mount to stands ○ Connect monitors to scanning station laptops ○ Verify operation 			
Table Rental from Creative	\$11,992.08	1	\$11,992.08
Expedited Shipping	\$600.00	1	\$600.00
Shipping			

Subtotal: \$25,342.08

Additional P.E. Tables

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001782

Version: 1
Delivery Date: 05/12/2021
Expiration Date: 06/07/2021

Quote Summary


Description	Amount
Hardware	\$33,998.42
Project Services	\$25,342.08
Subtotal:	\$59,340.50
Estimated Tax:	\$3,702.24
Total:	\$63,042.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/12/2021

Cyber Ninjas

Signature: 
Name: Doug Logan
Date: 05/12/2021



We have prepared a quote for you

Additional P.E. Tables


Quote # 001782
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	17	\$25,075.00
USB Microscopes	\$37.99	68	\$2,583.32
1000ft Cat 6 Cable	\$219.00	2	\$438.00
5 port switch	\$39.99	5	\$199.95
20ft extension chord	\$39.99	15	\$599.85
usb A to usb C adapter	\$9.99	34	\$339.66
20 ft cat6 patch cables	\$20.00	34	\$680.00
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Canon Remote shutter	\$17.00	29.95	\$509.15
Canon Power adapter	\$44.95	17	\$764.15
Canon Interface cable	\$9.99	17	\$169.83
8-in-1 USB-C Hub <ul style="list-style-type: none"> • USB-C port • 2 USB-A data ports • 2 HDMI ports • Ethernet port • microSD/SD card reader 	\$79.99	17	\$1,359.83

Subtotal: \$33,998.42

Project Services

Description	Price	Qty	Ext. Price
Laptop Implementation (34 Laptops)	\$12,750.00	1	\$12,750.00
Installation and Configuration of Network Infrastructure			
<u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> Objectives <ul style="list-style-type: none"> • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group ◦ Add users to the Local Admin Group as defined in the Kick Off Meeting • Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ◦ Load software for local printer to laptop ◦ Connect printers to Administrative Laptops ◦ Verify printer operates with process identified during Kick Off Meeting 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ○ Service Pack Scanning Station Laptops ○ Name Laptops with Naming Convention determined in Kick Off Meeting ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations • Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop • Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation • Install & Configure Veeam Backups on Primary Domain Controller / File Server • Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> • Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination • Deliver Rack with Network Equipment Preconfigured • Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff ○ Power on systems after securing connectivity ○ Verify systems are on line and operational • Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop • Place Scanning Station laptops in locations provided 			

Project Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ○ Connect printers to power ○ Connect printers to laptop through USB cable ○ Verify printer is operational through printing test page ● Place Scanners in locations provided <ul style="list-style-type: none"> ○ Connect scanners to each scanning station ○ Test scanner to ensure operation ● Place Monitors in locations <ul style="list-style-type: none"> ○ Unpack monitors and mount to stands ○ Connect monitors to scanning station laptops ○ Verify operation 			
Table Rental from Creative	\$11,992.08	1	\$11,992.08
Expedited Shipping	\$600.00	1	\$600.00
Shipping			

Subtotal: **\$25,342.08**

Additional P.E. Tables

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsatz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001782

Version: 1
Delivery Date: 05/12/2021
Expiration Date: 06/07/2021

Quote Summary

Description	Amount
Hardware	\$33,998.42
Project Services	\$25,342.08
Subtotal:	\$59,340.50
Estimated Tax:	\$3,702.24
Total:	\$63,042.74

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/12/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Date: _____



We have prepared a quote for you

Additional PE Hardware

Quote # 001784
Version 1

Prepared for:

Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com

Hardware

Description	Price	Qty	Ext. Price
Powered USB Hub	\$79.99	17	\$1,359.83
Adjustable Microscope Stand	\$43.99	68	\$2,991.32
Subtotal:			\$4,351.15

Additional PE Hardware

Prepared by:

StratTech LLC

David Perkins
(480) 266-0967
david@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001784

Version: 1
Delivery Date: 05/18/2021
Expiration Date: 06/15/2021

Quote Summary

Description	Amount
Hardware	\$4,351.15
Subtotal:	\$4,351.15
Estimated Tax:	\$350.27
Total:	\$4,701.42

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: David Perkins
Title: Solutions Architect
Date: 05/18/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Date: _____



ROAD DOG SHOW PROS LLC
2730 W. Windrose Dr, Phoenix, AZ. 85029

Prepared for: Strat Tech 7825 E. Gelding Dr. Suite #104 Scottsdale, AZ 85260	Prepared by: Andy Stavro General User 800.737.7790
---	--

Event Summary

Event Name : Ballot recount 2	Load in : 5/8/2021 8AM
On site Contact :	Load out : 5/14/2021 5PM

ROOM <i>Ballot recount:</i>	\$6,840.00
EQUIPMENT TOTAL	\$6,840.00
LABOR <i>(Includes set up, strike and principal leads from all rooms)</i>	\$5,075.00
SHIPPING / TRUCKING	\$500.00
MISC EXPENSES <i>(tape, batteries, travel, media etc.)</i>	\$152.00
TAX	\$0.00
TOTAL ESTIMATED COST	\$12,567.00

SIGNATURE _____ **DATE:** _____

- 50% Deposit of estimated total is due 14 days prior to stated load-in day
- A final invoice will be generated within 5 days of the completion of the event. This invoice will be paid 30 days NET from the date on the invoice
- All on-site overages or additions will be discussed with the client before any additions or changes will be made
- ROAD DOG IS RESPONSIBLE FOR ALL EQUIPMENT AND SERVICES STATED IN THE QUOTE ABOVE. IN ADDITION WE WILL WORK CLOSELY WITH THE VENUE ENGINEERING AND AUDIO VISUAL DEPTS TO ARRANGE ANY OTHER NEEDS FOR THE MEETING'S DEMANDS.
- LABOR RATES INCLUDE 10 HOUR DAYS. TIME AFTER 10 HOURS WILL BE AT A RATE OF 1.5
- QUOTE IS GOOD FOR 45 DAYS. THIS DOES NOT INCLUDE ANY UNEXPECTED AND UNPREDICTABLE ESTIMATE REGARDING AIRFARE, HOTEL CHARGES AND SHIPPING.

Show Details

Equipment Ref: SHW1425EQL01

Venue: Arizona Veterans Memorial Coliseum

Back: 05/14/2021 @ 4:00 pm

Title: Ballot recount:

Transportation: Client Picks Up, Client Returns

QTY	ITEM		
<i>Added Equipment</i>			
<i>Video</i>			
2	GoPro Hero 5		
2	JVC PTZ robotic camera		
1	JVC PTZ remote controller		
2	Hyper Deck Studio Mini		
			Video \$1,650.00
<i>Misc</i>			
10	GAFF TAPE BLACK 3"		
			Misc \$290.00
<i>Change Description or Delete</i>			
1	Blackmagic Video Assist test monitor		
			Change Description or Delete \$100.00
			Added Equipment \$2,040.00
<i>Equipment</i>			
<i>Video</i>			
2	ATEM Mini Pro Iso		
2	IIP 27" LED Monitor 2560x1440(WQHD)		
2	Video Cable package		
1	Video Crash Kit		
8	Marshall Mini Cams		
1	Epiphian Pearl 6 channel endcoder		
			Video \$3,450.00
<i>Production</i>			
2	Cozy Roadie Producer Chair		
			Production \$150.00
<i>Change Description or Delete</i>			
3	Epiphian Pearl Nano Encoder		
			Change Description or Delete \$1,200.00
			Equipment \$4,800.00
			Ballot recount: \$6,840.00
			Equipment Total: \$6,840.00

Labor

Title	Start	Until	Rate	Days	Total
On-site Streaming/Record Tech	05/08/21 09:00 am	05/14/21 05:00 pm			

Title	Start	Until	Rate	Days	Total
On-site Streaming/Record Tech	05/08/21 09:00 am	05/14/21 05:00 pm			
Qty	Description		Rate	Days	Total
1	AV Tech		\$500.00	7	\$3,500.00

Title	Start	Until	Function	Rate	Days	Total
Est Overtime 45 hours	05/14/21 03:00 pm	05/14/21 04:00 pm	Overtime Est			
Qty	Description		Rate	Days	Total	
1	AV Tech		\$1,575.00	1	\$1,575.00	

Labor Total \$5,075.00

Shipping/Trucking

Qty	Description	Date	Address	Total
2	12' Cube van e3500	5/8/2021	Arizona Veterans Memorial Coliseum	\$500.00
<i>Total Shipping/Trucking</i>				<i>\$500.00</i>

Misc Expenses

Fed Ex shipping	\$152.00
<i>Total Misc Expenses</i>	<i>\$152.00</i>



We have prepared a quote for you

Election Audit Project



Quote # 001773
Version 1

Prepared for:







Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com



Network Infrastructure

Description	Price	Qty	Ext. Price
<p>REFURB - HPE Sourcing ProLiant DL380 G9 2U Rack Server - 2 x Xeon (14 Core) E5-2680v4 - 128 GB RAM HDD - 12Gb/s SAS Controller - Matrox G200eH2 16 MB Graphic Card - Gigabit Ethernet - 8 x LFF Bay(s) - 2 x 800 W</p>  <p><u>(Refurbished) HP Enterprise Server with High Availability & High Performance (3YR Warranty)</u></p> <ul style="list-style-type: none"> • 2 x Fourteen-Core Intel Xeon E5-2680v4 (2.4GHz/14 core/35MB/9.6GTs QPI/120W, DDR4 2133, HT MB/PN-843307-001 • HPE P840/4G 12Gb 2-ports Smart Host Bus Adapter 96 W Enhanced battery & 4G cache Module (FBWC) PN-726815-001 • HPE Ethernet 1Gb 4 ports Embedded & USB 3.0 connectors on front side • Expansion Slots: Two Slots PCIe 3.0 expansion slots: (2) Half-length or full-height slots • Integrated Matrox G200 video standard • 2x Internal USB 3.0 connector & MicroSD card slot • 2x 800W Flex Slot Platinum Hot Plug Power Supply 	\$1,450.00	2	\$2,900.00
<p>HPE 4 TB Hard Drive - 3.5" Internal - SAS (12Gb/s SAS) - 7200rpm - Hot Swappable Configured in RAID 10 - (16TB Protected and Fast Storage)</p> 	\$250.00	16	\$4,000.00
<p>HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC</p>	\$901.00	2	\$1,802.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Central Intercept X Advanced Server Central Intercept X Advanced Server: Anti-malware protection for Windows and Linux, including Malicious Traffic Detection, Synchronized Security Heartbeat, AWS/Azure cloud workload discovery, File Integrity Monitoring, Data Loss Prevention (DLP), behavioral analysis, and automatic scanning exclusions. Deep learning anti-malware, exploit prevention, active adversary protection, CryptoGuard anti-ransomware, synchronized application control (with compatible XG firewall), and application whitelisting [Server Lockdown].	\$60.00	2	\$120.00
1000ft Cat 6 Cable	\$219.00	10	\$2,190.00
Ubiquiti UniFi Pro 48-Port Switch 	\$599.99	1	\$599.99
APC by Schneider Electric Smart-UPS X 1920 VA Rack-mountable UPS - 2U Rack-mountable - 3 Hour Recharge - 11 Minute Stand-by - 110 V AC Input - 120 V AC Output - 1 x NEMA L5-20R, 3 x NEMA 5-15R, 3 x NEMA 5-20R 	\$1,945.00	3	\$5,835.00
Tripp Lite 18U Rack Enclosure Server Cabinet 33" Deep w/ Doors & Sides - 18U Rack Height x 19" Rack Width - Black - 1000 lb Dynamic/Rolling Weight Capacity - 1000 lb Static/Stationary Weight Capacity 	\$1,044.00	1	\$1,044.00
Tripp Lite Rack Enclosure Cabinet Horizontal Cable Ring Flexible 1URM - Black - 1U Rack Height - 19" Panel Width 	\$50.49	3	\$151.47
Acer TravelMate P2 P214-52 TMP214-52-71JW 14" Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7-10510U Quad-core (4 Core) 1.80 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - In-plane Switching (IPS) Technology, ComfyView 	\$829.00	35	\$29,015.00
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	25	\$36,875.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Dell UltraSharp 27" WQHD LED LCD Monitor - 16:9 - Black - 27" 	\$459.99	45	\$20,699.55
8-in-1 USB-C Hub <ul style="list-style-type: none"> • USB-C port • 2 USB-A data ports • 2 HDMI ports • Ethernet port • microSD/SD card reader 	\$79.99	40	\$3,199.60
12 Outlet Power Strip/Surge Protector	\$39.99	30	\$1,199.70
Fujitsu ScanSnap SV600 	\$506.99	25	\$12,674.75
50ft Extension Cable 16AWG	\$33.99	15	\$509.85
100ft Extension Cable	\$57.99	15	\$869.85
Brother All-In-One Laser Printer (Black and White)	\$249.99	40	\$9,999.60
50" LCD TV	\$399.00	2	\$798.00
Portable TV Stand for Televisions up to 65"	\$149.99	2	\$299.98
V7 2GB USB 2.0 Flash Drive - With Retractable USB connector - 2 GB	\$3.97	1500	\$5,955.00
V7 4GB USB 2.0 Flash Drive - With Retractable USB connector - 4 GB	\$4.18	2500	\$10,450.00
Belkin Mouse - Optical - Cable - 1 Pack - USB	\$9.99	50	\$499.50
Network / Server / Laptop / Scanner Implementation	\$51,155.00	1	\$51,155.00
Installation and Configuration of Network Infrastructure			
<u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group ◦ Add users to the Local Admin Group as defined in the Kick Off Meeting • Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ◦ Load software for local printer to laptop ◦ Connect printers to Administrative Laptops ◦ Verify printer operates with process identified during Kick Off Meeting • Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ◦ Service Pack Scanning Station Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations ● Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop ● Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation ● Install & Configure Veeam Backups on Primary Domain Controller / File Server ● Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> ● Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination ● Deliver Rack with Network Equipment Preconfigured ● Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff ○ Power on systems after securing connectivity ○ Verify systems are on line and operational ● Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Scanning Station laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ◦ Connect printers to power ◦ Connect printers to laptop through USB cable ◦ Verify printer is operational through printing test page • Place Scanners in locations provided <ul style="list-style-type: none"> ◦ Connect scanners to each scanning station ◦ Test scanner to ensure operation • Place Monitors in locations <ul style="list-style-type: none"> ◦ Unpack monitors and mount to stands ◦ Connect monitors to scanning station laptops ◦ Verify operation 			

Subtotal: **\$202,842.84**

Professional Services




Description	Price	Qty	Ext. Price
<p>Ballot Scanner</p> <p>Scanner Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days</p> <p><u>Breakdown Includes</u></p> <ul style="list-style-type: none"> • Scanning Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • Project G&A = \$14,400 (Daily Onsite Project Management and Communications with Client) 	\$194,400.00	1	\$194,400.00

Professional Services




Description	Price	Qty	Ext. Price
Ballot Examiner Ballot Examination Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days <u>Breakdown Includes</u> <ul style="list-style-type: none"> • Ballot Examination Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • G&A = \$14,400 <ul style="list-style-type: none"> ◦ Daily Onsite Project Management and Communications with Client 	\$194,400.00	1	\$194,400.00

Subtotal: **\$388,800.00**

Cameras

Description	Price	Qty	Ext. Price
VESA Mount Tripod Monitor Stand  <ul style="list-style-type: none"> • VESA Mount for Universal Mounting • Easy Release For One Person Operation • Heavy Duty Steel Construction • Min / Max Height: 50/72 Inches (1270/1854 mm) • 40 Lb Weight Capacity (18 kg) • Red Safety Trim On Feet (Removable) • VESA mount is compatible with both 100x100 and 200x200 hole patterns • Holds screens up to 48" overall width 	\$154.99	45	\$6,974.55
Ubiquiti UniFi Switch - 48 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty 	\$835.00	2	\$1,670.00
Base For Overhead Cameras (Tables)	\$74.99	43	\$3,224.57
Hardware for Overhead Cameras (Tables)	\$84.00	43	\$3,612.00
Ubiquiti UniFi G3-PRO 2 Megapixel Network Camera - Bullet - H.264 - 1920 x 1080 - 3x Optical - Wall Mount, Pole Mount, Ceiling Mount 	\$299.99	23	\$6,899.77

Cameras

Description	Price	Qty	Ext. Price
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder 	\$299.00	1	\$299.00
Seagate Skyhawk 14TB Surveillance Internal Hard Drive <ul style="list-style-type: none"> • (4) 14TB HDD in RAID 5 = 42 TB of Usable Disk For Storage • Cameras Will Record 24/7 for 15 Days 	\$375.00	4	\$1,500.00
LG 34 Inch UltraWide Monitor	\$399.99	1	\$399.99
Gaffers Tape 3" X 90 Ft.	\$14.95	100	\$1,495.00
Ubiquiti UniFi Protect ViewPort PoE - Functions: MultiView - HDMI 	\$199.99	1	\$199.99
UniFi SmartPower Redundant Power System	\$399.00	1	\$399.00
Ubiquiti UniFi 2.1 Megapixel Network Camera - 1 Pack - 1920 x 1080 	\$79.99	20	\$1,599.80

Cameras

Description	Price	Qty	Ext. Price
Camera System Installation & Configuration Installation and Configuration of Camera System <u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Cameras • Unpack & Setup NVR • Connect Cameras to Network Switch • Adopt Cameras into Configuration • Update Each Camera to Latest Firmware • Update NVR to Latest Firmware • Configure Camera Settings within NVR <u>Onsite Setup</u> <ul style="list-style-type: none"> • Deliver Camera Equipment • Rack Camera NVR and Switches • Build Stands for Cameras • Pull Cable and Terminate to Camera Locations • Mount Cameras to Stands • Connect Cameras to Network • Verify Camera system is Optimal • Label all equipment based upon function, location, and device name 	\$13,195.00	1	\$13,195.00

Subtotal: **\$41,468.67**

Startup Costs

Description	Price	Qty	Ext. Price
Computer/Scanner/Management Training 04/22/21 --- Full Day	\$35,200.00	1	\$35,200.00
Background Checks	\$7,500.00	1	\$7,500.00

Startup Costs

Description	Price	Qty	Ext. Price
Expedited Shipping Shipping	\$6,770.00	1	\$6,770.00

Subtotal: **\$49,470.00**

▶ Statement of Work

Objective

Statement of Work

Statement of Work

SOW Number CN1733
Date April 8, 2021
Client Name Cyber Ninja's
Project Name Election Audit Project
Account Manager Christopher Moore

Overview

Cyber Ninja's has identified a need for Network Infrastructure, Camera Systems, and Professional Services as defined in this proposal document for an audit project.

The solution configuration and professional services that StratTech Solutions is proposing for Cyber Ninja's has been based on data collected from Wake Technologies.

MSA Reference

This Proposal is intended to be a part of the MSA between Cyber Ninjas and Strattech Solutions.

▶ Statement of Work

MSA dated 04/09/2021

▶ Change Order Process

CHANGE ORDER PROCESS

Change Order Process

A Change Order request and approval form will be the means for implementing changes to this statement of work. If a change in the statement of work is required, a Change Order Request and Approval form will be prepared by the StratTech Solutions project manager. The Change Order Request form will be given to Doug Logan, with Cyber Ninja's "Client" for review and approval. Client must authorize the implementation of any Change Order Requests by signing the Change Order Request form.

The Change Order Request and Approval form will describe the change, the reason for the change and the affect the change will have on the project. It will include the estimated time it will take to make the change and its cost.

Election Audit Project

Prepared by:

StratTech LLC

Christopher Moore
480.771.3601
cmoore@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001773

Version: 1
Delivery Date: 04/09/2021
Expiration Date: 05/03/2021

Quote Summary


Description	Amount
Network Infrastructure	\$202,842.84
Professional Services	\$388,800.00
Cameras	\$41,468.67
Startup Costs	\$49,470.00
Subtotal:	\$682,581.51
Estimated Tax:	\$14,486.92
Total:	\$697,068.43

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: Christopher Moore
Title: Chief Technology Officer
Date: 04/09/2021

Cyber Ninjas

Signature:  _____
Name: Doug Logan
Date: 04/09/2021



We have prepared a quote for you

Election Audit Project

Quote # 001773
Version 1

Prepared for:







Cyber Ninjas

Doug Logan
dlogan@cyberninjas.com



Network Infrastructure

Description	Price	Qty	Ext. Price
REFURB - HPE Sourcing ProLiant DL380 G9 2U Rack Server - 2 x Xeon (14 Core) E5-2680v4 - 128 GB RAM HDD - 12Gb/s SAS Controller - Matrox G200eH2 16 MB Graphic Card - Gigabit Ethernet - 8 x LFF Bay(s) - 2 x 800 W <u>(Refurbished) HP Enterprise Server with High Availability & High Performance (3YR Warranty)</u> <ul style="list-style-type: none"> • 2 x Fourteen-Core Intel Xeon E5-2680v4 (2.4GHz/14 core/35MB/9.6GTs QPI/120W, DDR4 2133, HT MB/PN-843307-001 • HPE P840/4G 12Gb 2-ports Smart Host Bus Adapter 96 W Enhanced battery & 4G cache Module (FBWC) PN-726815-001 • HPE Ethernet 1Gb 4 ports Embedded & USB 3.0 connectors on front side • Expansion Slots: Two Slots PCIe 3.0 expansion slots: (2) Half-length or full-height slots • Integrated Matrox G200 video standard • 2x Internal USB 3.0 connector & MicroSD card slot • 2x 800W Flex Slot Platinum Hot Plug Power Supply 	\$1,450.00	2	\$2,900.00
HPE 4 TB Hard Drive - 3.5" Internal - SAS (12Gb/s SAS) - 7200rpm - Hot Swappable Configured in RAID 10 - (16TB Protected and Fast Storage)	\$250.00	16	\$4,000.00
HPE Microsoft Windows Server 2019 Standard - License - 16 Core - Reseller Option Kit (ROK) - DVD-ROM - PC	\$901.00	2	\$1,802.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Central Intercept X Advanced Server Central Intercept X Advanced Server: Anti-malware protection for Windows and Linux, including Malicious Traffic Detection, Synchronized Security Heartbeat, AWS/Azure cloud workload discovery, File Integrity Monitoring, Data Loss Prevention (DLP), behavioral analysis, and automatic scanning exclusions. Deep learning anti-malware, exploit prevention, active adversary protection, CryptoGuard anti-ransomware, synchronized application control (with compatible XG firewall), and application whitelisting [Server Lockdown].	\$60.00	2	\$120.00
1000ft Cat 6 Cable	\$219.00	10	\$2,190.00
Ubiquiti UniFi Pro 48-Port Switch 	\$599.99	1	\$599.99
APC by Schneider Electric Smart-UPS X 1920 VA Rack-mountable UPS - 2U Rack-mountable - 3 Hour Recharge - 11 Minute Stand-by - 110 V AC Input - 120 V AC Output - 1 x NEMA L5-20R, 3 x NEMA 5-15R, 3 x NEMA 5-20R 	\$1,945.00	3	\$5,835.00
Tripp Lite 18U Rack Enclosure Server Cabinet 33" Deep w/ Doors & Sides - 18U Rack Height x 19" Rack Width - Black - 1000 lb Dynamic/Rolling Weight Capacity - 1000 lb Static/Stationary Weight Capacity 	\$1,044.00	1	\$1,044.00
Tripp Lite Rack Enclosure Cabinet Horizontal Cable Ring Flexible 1URM - Black - 1U Rack Height - 19" Panel Width 	\$50.49	3	\$151.47
Acer TravelMate P2 P214-52 TMP214-52-71JW 14" Notebook - Full HD - 1920 x 1080 - Intel Core i7 (10th Gen) i7-10510U Quad-core (4 Core) 1.80 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - Intel UHD Graphics - In-plane Switching (IPS) Technology, ComfyView 	\$829.00	35	\$29,015.00
Dell Precision 3000 3551 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i5 (10th Gen) i5-10300H Quad-core (4 Core) 2.50 GHz - 8 GB RAM - 256 GB SSD - Windows 10 Pro - NVIDIA Quadro P620 with 4 GB - English (US) Keyboard - IEEE 802.11ax Wire 	\$1,475.00	25	\$36,875.00

Network Infrastructure

Description	Price	Qty	Ext. Price
Dell UltraSharp 27" WQHD LED LCD Monitor - 16:9 - Black - 27" 	\$459.99	45	\$20,699.55
8-in-1 USB-C Hub <ul style="list-style-type: none"> • USB-C port • 2 USB-A data ports • 2 HDMI ports • Ethernet port • microSD/SD card reader 	\$79.99	40	\$3,199.60
12 Outlet Power Strip/Surge Protector	\$39.99	30	\$1,199.70
Fujitsu ScanSnap SV600 	\$506.99	25	\$12,674.75
50ft Extension Cable 16AWG	\$33.99	15	\$509.85
100ft Extension Cable	\$57.99	15	\$869.85
Brother All-In-One Laser Printer (Black and White)	\$249.99	40	\$9,999.60
50" LCD TV	\$399.00	2	\$798.00
Portable TV Stand for Televisions up to 65"	\$149.99	2	\$299.98
V7 2GB USB 2.0 Flash Drive - With Retractable USB connector - 2 GB	\$3.97	1500	\$5,955.00
V7 4GB USB 2.0 Flash Drive - With Retractable USB connector - 4 GB	\$4.18	2500	\$10,450.00
Belkin Mouse - Optical - Cable - 1 Pack - USB	\$9.99	50	\$499.50
Network / Server / Laptop / Scanner Implementation	\$51,155.00	1	\$51,155.00
Installation and Configuration of Network Infrastructure <u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Servers 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Rack Network Servers • Rack Network Switches • Build RAID 10 configuration on Primary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Primary Domain Controller and File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Primary Server • Build RAID 10 configuration on Secondary Server (16TB of Storage) • Install & Configure Windows 2019 Standard Server on Backup Domain Controller and Replication File Server <ul style="list-style-type: none"> ◦ Service Pack Server to Prepare for New Roles • Install & Configure Windows Active Directory and File Services on Secondary Server • Configure Primary DC and Backup DC Functions • Configure Data Redundancy with NTFRS for Data Replication Services between both File Servers • Create Security Profiles for User Logins • Create User Accounts defined in Kick Off Meeting • Unpack & Setup Administrative Laptops <ul style="list-style-type: none"> ◦ Service Pack Administrative Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting ◦ Join Administrative Laptops to the Local Domain ◦ Configure Local Admin Privileges Group ◦ Add users to the Local Admin Group as defined in the Kick Off Meeting • Unpack & Setup Administrative Printers <ul style="list-style-type: none"> ◦ Load software for local printer to laptop ◦ Connect printers to Administrative Laptops ◦ Verify printer operates with process identified during Kick Off Meeting • Unpack & Setup Scanning Laptops <ul style="list-style-type: none"> ◦ Service Pack Scanning Station Laptops ◦ Name Laptops with Naming Convention determined in Kick Off Meeting 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> ○ Join Scanning Station Laptops to the Local Domain ○ Configure Local Admin Privileges Group ○ Add users to the Local Admin Group as defined in the Kick Off Meeting ○ Login with Scanning Station User Account and Verify Operations ● Unpack & Setup Scanners <ul style="list-style-type: none"> ○ Connect scanners to each laptop ○ Install Scanning Software on Each scanning laptop ○ Test scanning function on each laptop ● Unpack & Setup Monitors <ul style="list-style-type: none"> ○ Connect monitors to scanning station laptops ○ Verify operation ● Install & Configure Veeam Backups on Primary Domain Controller / File Server ● Label all equipment based upon function, location, and device name 			
<p><u>Onsite Setup</u></p> <ul style="list-style-type: none"> ● Pull Two (2) Network Drops to each the Five (5) Tables in the Four (4) Pods and One (1) Pod Manager Table per Pod <ul style="list-style-type: none"> ○ 45 Total Network Drops with Termination ● Deliver Rack with Network Equipment Preconfigured ● Place Rack in location provided by Wake <ul style="list-style-type: none"> ○ Connect battery backup systems to power provided by facilities staff ○ Power on systems after securing connectivity ○ Verify systems are on line and operational ● Place Administrative laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop ● Place Scanning Station laptops in locations provided <ul style="list-style-type: none"> ○ Connect laptops to power source ○ Connect laptops to physical network ○ Verify login to server on each laptop 			

Network Infrastructure

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Place Printers in locations provided at Administrator Laptops <ul style="list-style-type: none"> ◦ Connect printers to power ◦ Connect printers to laptop through USB cable ◦ Verify printer is operational through printing test page • Place Scanners in locations provided <ul style="list-style-type: none"> ◦ Connect scanners to each scanning station ◦ Test scanner to ensure operation • Place Monitors in locations <ul style="list-style-type: none"> ◦ Unpack monitors and mount to stands ◦ Connect monitors to scanning station laptops ◦ Verify operation 			

Subtotal: **\$202,842.84**

Professional Services




Description	Price	Qty	Ext. Price
<p>Ballot Scanner</p> <p>Scanner Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days</p> <p><u>Breakdown Includes</u></p> <ul style="list-style-type: none"> • Scanning Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • Project G&A = \$14,400 (Daily Onsite Project Management and Communications with Client) 	\$194,400.00	1	\$194,400.00

Professional Services




Description	Price	Qty	Ext. Price
Ballot Examiner Ballot Examination Labor for Scanning Tables - 20 People x 12 Hrs x 15 Days <u>Breakdown Includes</u> <ul style="list-style-type: none"> • Ballot Examination Table Labor (<i>Per Wake Labor Requirements</i>) = \$180,000 • G&A = \$14,400 <ul style="list-style-type: none"> ◦ Daily Onsite Project Management and Communications with Client 	\$194,400.00	1	\$194,400.00

Subtotal: **\$388,800.00**

Cameras

Description	Price	Qty	Ext. Price
VESA Mount Tripod Monitor Stand  <ul style="list-style-type: none"> • VESA Mount for Universal Mounting • Easy Release For One Person Operation • Heavy Duty Steel Construction • Min / Max Height: 50/72 Inches (1270/1854 mm) • 40 Lb Weight Capacity (18 kg) • Red Safety Trim On Feet (Removable) • VESA mount is compatible with both 100x100 and 200x200 hole patterns • Holds screens up to 48" overall width 	\$154.99	45	\$6,974.55
Ubiquiti UniFi Switch - 48 Ports - Manageable - 2 Layer Supported - 1U High - Rack-mountable - 1 Year Limited Warranty 	\$835.00	2	\$1,670.00
Base For Overhead Cameras (Tables)	\$74.99	43	\$3,224.57
Hardware for Overhead Cameras (Tables)	\$84.00	43	\$3,612.00
Ubiquiti UniFi G3-PRO 2 Megapixel Network Camera - Bullet - H.264 - 1920 x 1080 - 3x Optical - Wall Mount, Pole Mount, Ceiling Mount 	\$299.99	23	\$6,899.77

Cameras

Description	Price	Qty	Ext. Price
Ubiquiti UniFi Protect Network Video Recorder - Network Video Recorder 	\$299.00	1	\$299.00
Seagate Skyhawk 14TB Surveillance Internal Hard Drive <ul style="list-style-type: none"> • (4) 14TB HDD in RAID 5 = 42 TB of Usable Disk For Storage • Cameras Will Record 24/7 for 15 Days 	\$375.00	4	\$1,500.00
LG 34 Inch UltraWide Monitor	\$399.99	1	\$399.99
Gaffers Tape 3" X 90 Ft.	\$14.95	100	\$1,495.00
Ubiquiti UniFi Protect ViewPort PoE - Functions: MultiView - HDMI 	\$199.99	1	\$199.99
UniFi SmartPower Redundant Power System	\$399.00	1	\$399.00
Ubiquiti UniFi 2.1 Megapixel Network Camera - 1 Pack - 1920 x 1080 	\$79.99	20	\$1,599.80

Cameras

Description	Price	Qty	Ext. Price
Camera System Installation & Configuration Installation and Configuration of Camera System <u>Offsite Configuration</u> <ul style="list-style-type: none"> • Scope of Work Development to Determine Specific Objectives • Project Management / Communication with Wake regarding Installation and Configuration • Unpack & Setup Cameras • Unpack & Setup NVR • Connect Cameras to Network Switch • Adopt Cameras into Configuration • Update Each Camera to Latest Firmware • Update NVR to Latest Firmware • Configure Camera Settings within NVR <u>Onsite Setup</u> <ul style="list-style-type: none"> • Deliver Camera Equipment • Rack Camera NVR and Switches • Build Stands for Cameras • Pull Cable and Terminate to Camera Locations • Mount Cameras to Stands • Connect Cameras to Network • Verify Camera system is Optimal • Label all equipment based upon function, location, and device name 	\$13,195.00	1	\$13,195.00

Subtotal: **\$41,468.67**

Startup Costs

Description	Price	Qty	Ext. Price
Computer/Scanner/Management Training 04/22/21 --- Full Day	\$35,200.00	1	\$35,200.00
Background Checks	\$7,500.00	1	\$7,500.00

Startup Costs

Description	Price	Qty	Ext. Price
Expedited Shipping Shipping	\$6,770.00	1	\$6,770.00

Subtotal: **\$49,470.00**

▶ Statement of Work

Objective

Statement of Work

Statement of Work

SOW Number CN1733
Date April 8, 2021
Client Name Cyber Ninja's
Project Name Election Audit Project
Account Manager Christopher Moore

Overview

Cyber Ninja's has identified a need for Network Infrastructure, Camera Systems, and Professional Services as defined in this proposal document for an audit project.

The solution configuration and professional services that StratTech Solutions is proposing for Cyber Ninja's has been based on data collected from Wake Technologies.

MSA Reference

This Proposal is intended to be a part of the MSA between Cyber Ninjas and Strattech Solutions.

▶ Statement of Work

MSA dated 04/09/2021

▶ Change Order Process

CHANGE ORDER PROCESS

Change Order Process

A Change Order request and approval form will be the means for implementing changes to this statement of work. If a change in the statement of work is required, a Change Order Request and Approval form will be prepared by the StratTech Solutions project manager. The Change Order Request form will be given to Doug Logan, with Cyber Ninja's "Client" for review and approval. Client must authorize the implementation of any Change Order Requests by signing the Change Order Request form.

The Change Order Request and Approval form will describe the change, the reason for the change and the affect the change will have on the project. It will include the estimated time it will take to make the change and its cost.

Election Audit Project

Prepared by:

StratTech LLC

Christopher Moore
480.771.3601
cmoore@stsaz.com

Prepared for:

Cyber Ninjas

5077 Fruitville Rd
Suite 109-421
Sarasota, FL 34232
Doug Logan
(941) 404-0360
dlogan@cyberninjas.com

Quote Information:

Quote #: 001773

Version: 1
Delivery Date: 04/09/2021
Expiration Date: 05/03/2021

Quote Summary

Description	Amount
Network Infrastructure	\$202,842.84
Professional Services	\$388,800.00
Cameras	\$41,468.67
Startup Costs	\$49,470.00
Subtotal:	\$682,581.51
Estimated Tax:	\$14,486.92
Total:	\$697,068.43

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

StratTech LLC

Signature: _____
Name: Christopher Moore
Title: Chief Technology Officer
Date: 04/09/2021

Cyber Ninjas

Signature: _____
Name: Doug Logan
Date: _____

1 STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 22nd day of May, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

1 GENERAL PROVISIONS

- 1.1 Introduction. The terms and conditions that are specific to this Statement of Work are set forth herein. Any terms and conditions that deviate from or conflict with the Master Agreement are set forth in the “Deviations from Terms of the Master Agreement” Schedule hereto.
- 1.2 Definitions. Capitalized terms herein will have the meanings set forth in the Agreement, unless otherwise defined herein.
- 1.3 Services. Contractor will provide to the Client the Services in accordance with the Master Agreement (including the Exhibits thereto) and this Statement of Work (including the Schedules hereto). The scope and composition of the Services and the responsibilities of the Parties with respect to the Services described in this Statement of Work are defined in the Master Agreement, this Statement of Work, [and any Schedules attached hereto].
- 1.4 Former Independent Contractor. Shall be determined to mean any independent contractor that had a direct Contract with the Contractor to perform work for the Maricopa County Election Audit on a 1099 basis, and performed such work over the last 45 days. This independent contractor may or may not have continued contracts being engaged with the Contractor.

2 SCOPE & SERVICES DESCRIPTION

Contractor and Client have been engaged in a prior Statement of Work that is related to the execution of the Maricopa election audit. That Statement of Work has reached its End Date, and due to a combination of increased expenses due to usage of out-of-state resources, and significant health issues among Contractor’s management; Contractor and Client have decided not to extend the end-date even though the related work is ongoing.

To support the continued execution of this project, the Contractor and Client recognize that certain individuals originally engaged by the Contractor may need to be utilized in order to serve in critical skilled roles, or in order to train their replacements before additional resources can be found.

To allow this to happen, while also ensuring that the Contractor is properly compensated for resources that were originally found by the Contractor, the Contractor and the Client agree:

- The Contractor will be compensated at the rate of \$5 per billable hour for any Former Independent Contractor that is further engaged directly by the Client or its sub-contractors.

- The Client will be responsible for informing all sub-contractors of this agreement and supplying a list of names where this should apply, as provided by the Contractor.
- If the work is done at a fixed-price basis where the number of hours is unclear, a rate of \$100 p/h will be assumed on the fixed price amount when determining the number of hours that must be compensated.
- If the above compensation is provided to the Contractor for all hours billed directly by the Former Independent Contractor, the Contractor will release all parties from any non-compete or similar obligations that would otherwise prevent the Former Independent Contractor from being engaged for the work.

For the sake of clarity; it is recognized that the Contractor has hired some individuals who were originally found and vetted by the company, Stratech. The Contractor agrees that any non-compete or similar provisions that might have been signed by these individuals; should not prevent Stratech from hiring these individuals back; and agrees to fully release these individuals from any non-compete provisions that could be interpreted as not allowing them to work for Stratech. It is understood there will be no compensation for these individuals, since it was Stratech that extended the time and energy to find and vet these individuals.

To support the above provisions, and to avoid any confusion as to whether these provisions should apply or not; the Contractor will supply a complete list of the names of all Former Independent Contractor's to the Client by 5/26. Anyone who worked as part of the Maricopa Election Audit and is not on that list will not be eligible for compensation to the Contractor under this agreement, but the Contractor still agrees to release them from any non-compete or similar provisions that would otherwise prevent them from working on the Maricopa Election Audit by the Client or its sub-contractors.

3 DELIVERABLE MATERIALS

Contractor will provide a complete list of all Former Independent Contractor. This list shall be provided no later than end-of-day 5/26/2021.

4 FEES / TERMS OF PAYMENT

The Contractor will be compensated on a payment schedule according to the terms in the Master Agreement. Fees under this agreement will not be deemed earned until the point where the Client or its subcontractors have an obligation to pay the Former Independent Contractor.

In the event that the Former Independent Contractor has a dispute with the Contractor related to prior obligations by the Contractor for payment and this is made known to the Client; the Client at its discretion may choose to put these payments an escrow account until the Client is informed that dispute is resolved.

5 TERM

This agreement will start immediately and will continue for a year from this date.

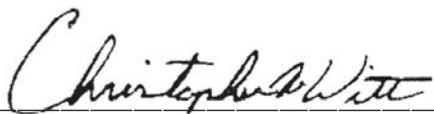
6 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: 
Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: 

Douglas Logan

Title: CEO & Principal Consultant

FIRST NAME	LAST NAME	ROLE
John	Adamson	Module Manager
James	Albert	Module Manager
Kaylie	Ayres	Module Manager
Christina	Balderaz	Aggregation Director
David	Barr	Pod Manager
Michael	Bednar	HSSE
Jesse	Bernstein	Module Manager
Todd	Brown	HSSE
Robert	Buffa	Module Manager
Dominic	Caglioti	Aggregation Data Entry
John	Capizzi	PE Director
Thomas	Crowley	Module Manager
Alex	Cruce	PE Director
Jeffrey	Famiglietti	Module Manager
David	Farrelly	Module Manager
Aaron	Fenzi	Module Manager
John	Ferguson	HSSE Executive
Diana	Fincher	Module Manager
James	Gabriel	EP Team
Diane	George	Module Manager
Mark	Gleason	
Paul	Harris	Module Manager
Steven	Haynes	Module Manager
Uku	Heinla	Module Manager
Heather	Honey	Floor Director
Britney	Ibarra	Module Manager
Sean	Kimball	Aggregation
Vickie	Kimball	Module Manager
Michael	Loughery	Module Manager
Geoffrey	MacGregor	Module Manager
Andre	McCoy	Security Consultant
Brad	Mills	Module Manager
Marc	Morgenthaler	Pod Manager
Eddie	Moye	Module Manager
Allison	O'Keeffe	Module Manager
Klara	Olcott	Module Manager
Ngonidzashe (roy)	Parirenyatwa	Module Manager
Ann	Pena	Module Manager
Andrea	Poli	PE
Gabrielle	Poli	Corral Manager
Ricardo	Repetti	Module Manager
Adam	Richman	Module Manager

Holly	Ridley	Registration Manager
Jaxon	Ridley	Module Manager
Susan	Ritter	Aggregation
Robert	Rokeach	Module Manager
Mike	Roman	
Nikolaos	Serevetas	EP Team Lead
Carrie	Sharp	Module Manager
Scott	Sigman	Pod Manager
Adam	Squibb	Corral Manager
Charlie	Stevener	Corral Manager
Jeanette	Straughn	
Galen	Stuski	PE Technical Lead
William	Swank	Module Manager
Bryson	Taeza	Corral Manager
Robert	Voss	Pod Manager
Matt	Wagner	Aggregation Technical
Nicholas	Weinstein	Module Manager
Valeria	Wendt	Module Manager
Douglas	Yelin	Module Manager

1 STATEMENT OF WORK

This Statement of Work (the “Statement of Work”) is effective as of as of the 22nd day of May, 2021 (the “Effective Date”), between Cyber Ninjas, Inc., a Florida Corporation, (the “Client”), and WAKE Technology Services, Inc., a Pennsylvania Corporation, with offices at 117 West Gay Street, Suite 126, West Chester, PA 19380 (the “Contractor”), and is deemed to be incorporated into that certain Master Service Agreement dated (the “Master Agreement”) April 5, 2021 by and between Contractor and Client(collectively, this Statement of Work and the Master Agreement are referred to as the “Agreement”).

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For the sake of clarity; it is recognized that the Contractor has hired some individuals who were originally found and vetted by the company, Stratech. The Contractor agrees that any non-compete or similar provisions that might have been signed by these individuals; should not prevent Stratech from hiring these individuals back; and agrees to fully release these individuals from any non-compete provisions that could be interpreted as not allowing them to work for Stratech. It is understood there will be no compensation for these individuals, since it was Stratech that extended the time and energy to find and vet these individuals.

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3 DELIVERABLE MATERIALS

Contractor will provide a complete list of all Former Independent Contractor. This list shall be provided no later than end-of-day 5/26/2021.

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5 TERM

This agreement will start immediately and will continue for a year from this date.


6 SIGNATURE & ACKNOWLEDGEMENT

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS STATEMENT OF WORK, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES RELATING TO THIS SUBJECT SHALL CONSIST OF 1) THIS STATEMENT OF WORK, 2) ITS SCHEDULES, AND 3) THE AGREEMENT (INCLUDING THE EXHIBITS THERETO), INCLUDING THOSE AMENDMENTS MADE EFFECTIVE BY THE PARTIES IN THE FUTURE. THIS STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDES ALL PROPOSALS OR OTHER PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT DESCRIBED HEREIN.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be effective as of the day, month and year written above.

Accepted by:

Contractor:

By: 
Christopher Witt

Title: President

Accepted by:

Client: Cyber Ninjas, Inc.

By: _____

Douglas Logan

Title: CEO & Principal Consultant

FIRST NAME	LAST NAME	ROLE
John	Adamson	Module Manager
James	Albert	Module Manager
Kaylie	Ayres	Module Manager
Christina	Balderaz	Aggregation Director
David	Barr	Pod Manager
Michael	Bednar	HSSE
Jesse	Bernstein	Module Manager
Todd	Brown	HSSE
Robert	Buffa	Module Manager
Dominic	Caglioti	Aggregation Data Entry
John	Capizzi	PE Director
Thomas	Crowley	Module Manager
Alex	Cruce	PE Director
Jeffrey	Famiglietti	Module Manager
David	Farrelly	Module Manager
Aaron	Fenzi	Module Manager
John	Ferguson	HSSE Executive
Diana	Fincher	Module Manager
James	Gabriel	EP Team
Diane	George	Module Manager
Mark	Gleason	
Paul	Harris	Module Manager
Steven	Haynes	Module Manager
Uku	Heinla	Module Manager
Heather	Honey	Floor Director
Britney	Ibarra	Module Manager
Sean	Kimball	Aggregation
Vickie	Kimball	Module Manager
Michael	Loughery	Module Manager
Geoffrey	MacGregor	Module Manager
Andre	McCoy	Security Consultant
Brad	Mills	Module Manager
Marc	Morgenthaler	Pod Manager
Eddie	Moye	Module Manager
Allison	O'Keeffe	Module Manager
Klara	Olcott	Module Manager
Ngonidzashe (roy)	Parirenyatwa	Module Manager
Ann	Pena	Module Manager
Andrea	Poli	PE
Gabrielle	Poli	Corral Manager
Ricardo	Repetti	Module Manager
Adam	Richman	Module Manager

Holly	Ridley	Registration Manager
Jaxon	Ridley	Module Manager
Susan	Ritter	Aggregation
Robert	Rokeach	Module Manager
Mike	Roman	
Nikolaos	Serevetas	EP Team Lead
Carrie	Sharp	Module Manager
Scott	Sigman	Pod Manager
Adam	Squibb	Corral Manager
Charlie	Stevener	Corral Manager
Jeanette	Straughn	
Galen	Stuski	PE Technical Lead
William	Swank	Module Manager
Bryson	Taeza	Corral Manager
Robert	Voss	Pod Manager
Matt	Wagner	Aggregation Technical
Nicholas	Weinstein	Module Manager
Valeria	Wendt	Module Manager
Douglas	Yelin	Module Manager

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Bradford Mills (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$13,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
09/
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

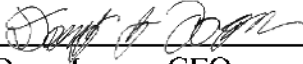
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Bradford Mills *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date* 09/02/2021
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between John Adamson (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive 10,800.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

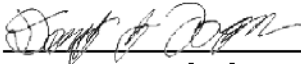
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

John Adamson *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 *Type text here*

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between William Swank (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

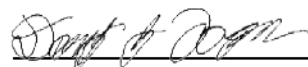
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

William Swank *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas 09/02/2021

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Vickie Kimball (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

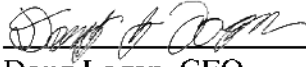
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Vickie Kimball *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Mark Gleason (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,900.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Mark Gleason *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Uku Heinla (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Uku Heinla *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Michael Loughery (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Michael Loughery *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Charlie Stevener (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$2,800.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

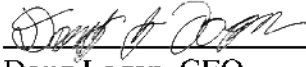
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Charlie Stevener *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Lori Stryker (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$4,380.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Lori Stryker *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Diana Fincher (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$14,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

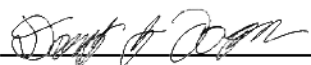
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Diana Fincher *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 09/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Bradford Mills (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$13,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Bradford Mills *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between John Adamson (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive 10,800.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

John Adamson *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between William Swank (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

William Swank *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Vickie Kimball (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Vickie Kimball *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Mark Gleason (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,900.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Mark Gleason *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Uku Heinla (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Uku Heinla *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Michael Loughery (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Michael Loughery *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Charlie Stevener (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$2,800.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Charlie Stevener *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Lori Stryker (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$4,380.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Lori Stryker *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 1st day of September, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Diana Fincher (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$14,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Diana Fincher *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between James Albert (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

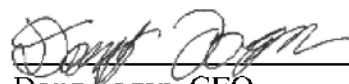
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

James Albert *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Kaylie Ayres (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

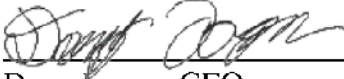
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Kaylie Ayres *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between John Capizzi (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

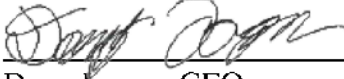
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

John Capizzi *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Aaron Fenzi (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

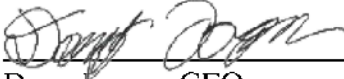
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Aaron Fenzi *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas 08/02/2021

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Diane George (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Diane George *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Frank Honey (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$4,500.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

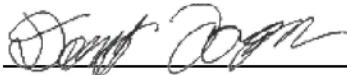
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Frank Honey *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas 08/02/2021

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Vickie Kimball (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$9,900.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Vickie Kimball *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Roy Parirenyatw (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,300.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

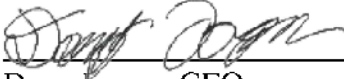
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Roy Parirenyatw *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Robert Rokeach (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the 1099 Sub-Contractor will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022; 08/02/2021
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

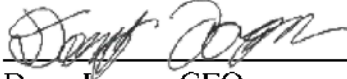
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Robert Rokeach *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Scott Sigman (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

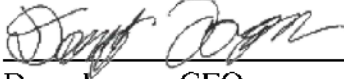
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Scott Sigman *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Adam Squibb (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$11,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Adam Squibb *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 *08/02/2021*

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Galen Stuski (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,400.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022; 08/022/2021
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Galen Stuski *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Bryson Tazea (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$11,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Cecilia “CJ” Torres (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the 1099 Sub-Contractor will receive \$6,500.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

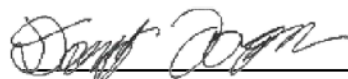
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Cecilia "CJ" Torres *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Matthew Wagner (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

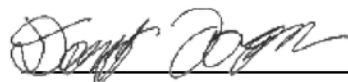
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Matthew Wagner *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Douglas Yelin (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.


7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Douglas Yelin *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between David Barr (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the 1099 Sub-Contractor will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before ^{08/0}January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

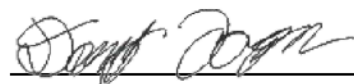
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

David Barr *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas 08/02/2021

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Jesse Burstein (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,150.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

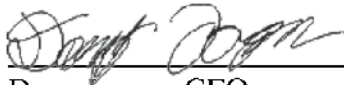
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Jesse Burstein *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/21

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Thomas Crowley (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

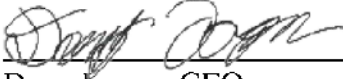
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Thomas Crowley *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas 08/02/2021

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Marc Morgenthaler (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

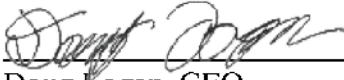
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Marc Morgenthaler *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.



Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Eddie Moye (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

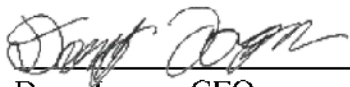
7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Eddie Moye *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

 08/02/2021

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Riccardo “Rick” Repetti (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, Cyber contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, Wake hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the Parties desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the Parties agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between James Albert (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

James Albert *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Kaylie Ayres (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Kaylie Ayres *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between John Capizzi (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

John Capizzi *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Aaron Fenzi (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Aaron Fenzi *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Diane George (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Diane George *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Frank Honey (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$4,500.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Frank Honey *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Vickie Kimball (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$9,900.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Vickie Kimball *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Roy Parirenyatw (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,300.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Roy Parirenyatw *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Robert Rokeach (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Robert Rokeach *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Scott Sigman (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Scott Sigman *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Adam Squibb (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$11,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Adam Squibb *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Galen Stuski (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$8,400.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Galen Stuski *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Bryson Tazea (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$11,700.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Cecilia “CJ” Torres (“**1099 Sub-Contractor**”) and Cyber Ninjas (“Cyber”) and Wake Technology Services, Inc. (“Wake”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the 1099 Sub-Contractor will receive \$6,500.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Cecilia "CJ" Torres *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Matthew Wagner (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Matthew Wagner *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Douglas Yelin (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Douglas Yelin *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between David Barr (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

David Barr *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Jesse Burstein (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,150.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Jesse Burstein *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Thomas Crowley (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$3,600.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Thomas Crowley *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Marc Morgenthaler (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Marc Morgenthaler *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Eddie Moye (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, **Cyber** contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, **Wake** hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the **Parties** desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the **Parties** agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$6,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Eddie Moye *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas

GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT

AND now on this 2nd day of August, 2021, this **GENERAL RELEASE, CONFIDENTIALITY, AND SETTLEMENT AGREEMENT** (“**Agreement**”) is made by and between Riccardo “Rick” Repetti (“**1099 Sub-Contractor**”) and Cyber Ninjas (“**Cyber**”) and Wake Technology Services, Inc. (“**Wake**”) (**1099 Sub-Contractor** and **Cyber** and **Wake** shall be referred to herein collectively as the “**Parties**”).

WHEREAS, Cyber contracted **Wake** to assist in conducting an Audit in Arizona.

WHEREAS, Wake hired **1099 Sub-Contractors** to work in floor management positions to include Pod Managers, Table Managers, Coral Managers, and Forensic Managers.

WHEREAS, each sub-contractor signed a contract with **Wake** governed by Pennsylvania law that set forth an hourly rate, a cap on hours per day, and a cap on the total amount of the hourly contract.

WHEREAS, the sub-contractors are still owed payroll from **Wake**.

WHEREAS, the funds have been placed in escrow to attempt to fulfill the payroll obligations of **Wake**.

WHEREAS, the Parties desire to enter into this **Agreement** in order to completely and finally resolve any and all payroll related claims arising from the contract by and between **Wake** and the **1099 Sub-Contractor** that could have been asserted in **Litigation**.

NOW, THEREFORE, in consideration of the funds to be paid, the sufficiency of which is acknowledged, and intending to be legally bound, the Parties agree as follows:

1. In consideration of the mutual promises set forth and that of good and sufficient consideration, the receipt and sufficiency of which are acknowledged, the **Parties** agree to the following:
 - a. The **1099 Sub-Contractor** will review and sign this **Agreement** and send to the Escrow Agent;
 - b. The **1099 Sub-Contractor** will send a completed and signed IRS W9 form and send to the Escrow Agent;
 - c. Upon receipt of the executed **Agreement** and W9, the **1099 Sub-Contractor** will receive \$12,000.00 as full and final payment of the **Wake** payroll obligation by a check mailed via USPS First Class Mail to the **1099 Sub-Contractor** at an address provided by the **1099 Sub-Contractor** within two (2) weeks of executing this **Agreement**;
 - d. **Wake** will issue a 1099 to the **1099 Sub-Contractor** on or before January 31, 2022;
 - e. **Wake** will credit **Cyber** for the amount paid to the **1099 Sub-Contractor** for any outstanding obligation **Wake** claims it is owed by **Cyber**.

2. This **General Release, Confidentiality, and Settlement Agreement** is intended to be a general release of all payroll related claims that the **Parties** may have against one-another concerning the contract with Wake.

3. It is understood that this settlement is a compromise by all **Parties** of doubtful and disputed claims and that the **Payment** made by **Wake** to **1099 Sub-Contractor** does not constitute an admission of any fact at issue in the **Litigation**, and does not constitute an admission of liability of wrongdoing on the part of any **Party**. **1099 Sub-Contractor** warrants and agrees that the **Payment** referenced in this **Agreement** is made by **Wake** solely for the purposes of avoiding the uncertainty, nuisance and expense of litigation.

4. It is further understood and agreed by and among the **Parties** that the terms of this **Agreement** shall remain confidential and that each of the **Parties** expressly agrees, warrants and promises that they will not at any time in the future, disparage, cast in a false light, or otherwise demean the other party to this **Agreement** including but not limited to the posting of negative online reviews, negative remarks, negative comments, and/or negative statements.

5. It is further understood that this is the complete **Agreement** entered into by and between the **Parties** and that there are no written or oral understandings or agreements, directly or indirectly connected with this **Agreement** that are not incorporated in this **Agreement**.

6. The **Parties** and undersigned representatives of the **Parties** are duly authorized to sign this **Agreement** and are of sound and competent mind.

7. The **Parties** admit that no representation of fact or opinion other than those expressed in this **Agreement** have been made by any of the other **Parties** or by anyone on behalf of the other **Parties**, in order to induce this compromise.

8. The laws of the Commonwealth of Pennsylvania shall govern the construction, interpretation and enforcement of this **Agreement**.

IN WITNESS WHEREOF, and intending to be legally bound, this **Agreement** has been signed by the **Parties** as shown below.

Riccardo "Rick" Repetti *Date*
1099 Sub-Contractor

Gene Kern, EVP *Date*
Wake Technology Services, Inc.

Doug Logan, CEO *Date*
Cyber Ninjas