

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into as of March 1, 2024 (the "Effective Date") between **Halvorsen Analytics, Inc.**, a Delaware corporation ("Customer"), and **Corvid Cloud Services LLC**, a New York limited liability company ("Provider").

1. Services

1.1 Provider will provide the managed data hosting and analytics services described in each Statement of Work ("SOW").

1.2 Service levels are set out in Exhibit B. Service credits are Customer's sole remedy for failure to meet them.

2. Fees and Payment

2.1 Customer will pay the fees in each SOW within thirty (30) days of invoice.

2.2 Provider may increase fees once per renewal term by no more than three percent (3%), on sixty (60) days' written notice.

3. Term and Renewal

3.1 The Agreement begins on the Effective Date and continues for an initial term of three (3) years.

3.2 It then renews automatically for successive one (1) year terms unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

4. Termination

4.1 Either party may terminate for material breach not cured within thirty (30) days of written notice.

4.2 Customer may terminate for convenience on sixty (60) days' written notice, subject to payment of fees for Services rendered through the termination date.

4.3 **Change of Control.** If either party undergoes a Change of Control, the other party may terminate this Agreement on thirty (30) days' written notice given within ninety (90) days after it learns of the Change of Control.

5. Confidentiality

5.1 Each party will protect the other's Confidential Information with at least reasonable care and use it only to perform under this Agreement. These obligations survive for five (5) years after termination.

6. Data Protection

6.1 Provider will process Customer Data only on Customer's documented instructions, maintain the safeguards in Exhibit C, and notify Customer of a Security Incident within forty-eight (48) hours of discovery.

7. Indemnification

7.1 Each party (the "Indemnifying Party") will defend and indemnify the other against third-party claims arising from its breach of Sections 5 or 6, or its gross negligence or willful misconduct. The obligations in this Section are mutual.

8. Limitation of Liability

8.1 Except for the Excluded Claims, each party's total liability under this Agreement will not exceed the fees paid or payable by Customer in the twelve (12) months preceding the claim.

8.2 "Excluded Claims" means breach of Section 5 (Confidentiality), breach of Section 6 (Data Protection), and indemnification obligations under Section 7, which are subject to a cap of three (3) times the fees paid in the preceding twelve (12) months.

9. Assignment

9.1 Neither party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld, except to a successor in a merger or sale of substantially all assets, subject to Section 4.3.

10. Governing Law

10.1 This Agreement is governed by the laws of the State of New York. The parties submit to the exclusive jurisdiction of the state and federal courts in New York County.

HALVORSEN ANALYTICS, INC. By: Priya Halvorsen, CEO **CORVID CLOUD SERVICES LLC** By: Marcus Teel, Managing Member