

End User Service Agreement (EUSA)

This EUSA ("Agreement") is entered into by and between Dmeetry Raizman, a ZVT Synthetic Cloud Services provider having a Principal Place of Business at 15, HaGanenet HaRishona St., Rishon-Le-Zion, IL ("Provider") and digitally signed by clicking the "I Agree" Button, ("Client"). Each a "Party," and both the "Parties."

WHEREAS, Client desires to hire Provider to provide specified professional services as reasonably required by Client and/or its affiliates;

NOW THEREFORE, in consideration for the promises, rights and obligations set forth below, the Parties hereby agree as follows:

1. DEFINITIONS. As used herein, the following terms shall have the meanings set forth below:

- (A) "Client Information" shall mean all data, materials, images and text which Client provides to Provider in digital or other readily usable format for use in performing the Services that is the confidential, intellectual property of Client.
- (B) "Project Deliverables" shall mean the intellectual property deliverables created under an SOW specifically and solely for Client.

2. SERVICES.

- (A) **Services Generally.** In accordance with the terms of this Agreement, Provider agrees to provide Client with the ZVT Synthetic Cloud Services and Client agrees to accept and pay for the Services.

(B) **Initial Statements of Work.** The “Services” and additional terms applicable to those Services are contained in the following “Scopes of Work” (also referred to herein as “SOW”) and are incorporated into this Agreement:

a. Appendix A: Scope of Work

3. **TERM & TERMINATION.**

(A) **Term Generally.** This Agreement shall commence as of the Effective Date and continue in full force until terminated pursuant to this Section 3 (the “Term”).

(B) **Termination for Convenience.** This Agreement may be terminated for convenience by either Party upon thirty (30) days written notice to the other Party.

(C) **Effect of Termination.**

Upon termination of this Agreement or and SOW for any reason Provider shall cease performing the Services and immediately deliver to Client all complete and partially complete Project Deliverables. Client shall not be liable for the cost of any Services incurred after the end of the Term but Client shall be liable for all costs of the Services accrued until the end of the Term, including costs not yet invoiced, and partially complete Project Deliverables.

4. **PAYMENT.**

(A) **Amount.** Client shall pay Provider using Stripe payment processor’s platform the amounts specified in the applicable SOW for the Services (“Fees”). Unless otherwise specified, all fees are invoiced in arrears. All payments are due within fifteen (15) days of receipt of invoice.

(B) **Taxes.** Client will be responsible for payment of all sales, use, property, value-added, withholding, or other federal, state, or local taxes except for taxes based solely on Provider’s net income. If Provider is required to pay any such taxes based on the licenses

granted by this Agreement or on Client's use of the Services, then such taxes will be billed to and paid by Client at the same time as the applicable Services are paid for when possible, if not, as soon as possible.

5. REPRESENTATIONS & WARRANTIES.

Provider represents and warrants that:

- (i) its execution and delivery of this Agreement, and the performance by Provider of its Services, will not (a) constitute a violation of conflict with or result in a default under, any contract, agreement or instrument of any kind to which Provider is a party or by which it is bound, or (b) violate any judgment, decree, order, law, rule or regulation applicable to Provider.
- (ii) The Services, as delivered to Client, do not infringe the intellectual property rights of any other person or entity.

6. OWNERSHIP.

Upon full acceptance and payment for all Services, Provider acknowledges and agrees that all Project Deliverables (as that term is defined in the applicable SOW) ("Work Product"), are specially commissioned works made for hire (as defined under the U.S. Copyright Act), and Client shall be deemed the author of all such Work Product. To the extent that such Work Product is not deemed a work made for hire under U.S. copyright law, Provider shall assign to Client all right, title and interest held by Provider in and to any such Work Product, including all Intellectual property rights therein. Nothing in the Agreement shall be construed to in any manner prohibit or restrict Provider from redeveloping any Work Product provided such redevelopment does not use any Client Information.

7. INDEPENDENT CONTRACTOR. The Parties to this Agreement are independent contractors, and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between the Parties. Neither Party shall have any right, power or authority to enter into any agreement, or incur any obligation or liability, for or on behalf of, or to otherwise bind, the other Party without prior written consent of the other Party, except as otherwise expressly provided in this Agreement. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

(A).**LIMITATION OF LIABILITY.** Under no circumstances shall either Party be liable to the other Party for lost profits or any incidental, special, exemplary, or consequential damages. Neither Party shall be required to indemnify the other except as required by the express terms of this Agreement. The total liability of each Party to the other Party under this Agreement or otherwise shall be limited to the value of any fees paid or due by Client to Provider or otherwise earned by Provider under this Agreement in the six (6) months immediately prior to the filing of a claim.

(B).**PROVIDER INDEMNIFICATION.** Subject to the terms, conditions, express representations and warranties provided in this Agreement, Provider agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Provider's responsibilities or obligations, representations or warranties under this Agreement, or any finding of fact which is inconsistent with Provider's representations and warranties made herein, except in the event any such claims, damages, liabilities,

costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client, provided that:

- a. Client promptly notifies Provider in writing of the claim; and
- b. Client provides Provider with commercially reasonable assistance, information and authority necessary to perform Provider's obligations under this section. Provider will reimburse the reasonable out-of-pocket expenses incurred by Client in providing such assistance.

Notwithstanding the foregoing, Provider shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or because of Client Information, any unauthorized content, improper or illegal use of the Services, or the failure to update or maintain any property provided by Provider to Client.

9. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of Delaware without giving effect to its choice of law provisions. In the event either Party breaches, or threatens to breach this Agreement, the non-breaching Party may apply to a court of competent jurisdiction for injunctive or other equitable relief to restrain such breach or threat of breach, without disentitling the non-breaching Party from any other relief in either law or equity. The Parties agree that any action related to this Agreement shall be venued solely in Kent County, Delaware, and the Parties hereby irrevocably commit to the jurisdiction of said court for any such action.

10. SURVIVAL. All terms and provisions of this Agreement, including any exhibits, which by their nature are intended to survive termination of this Agreement, will so survive.

11. ENTIRE AGREEMENT. Notwithstanding any non-disclosure agreement entered between the Parties, this Agreement, including any Exhibits or other documents specifically

incorporated by reference, sets forth the entire agreement between Provider and Client with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the Parties. PROVIDER MAKES NO AND DISCLAIMS ALL REPRESENTATIONS NOT EXPRESSLY INCLUDED IN THIS AGREEMENT AND CLIENT HAS NOT RELIED UPON ANY REPRESENTATIONS NOT EXPRESSLY INCLUDED IN THIS AGREEMENT AND EXPRESSLY DISCLAIMS SUCH RELIANCE. Defined terms not defined in an SOW shall have the meaning assigned to them in the Agreement. Terms defined in an SOW shall have their assigned meanings only applied in relation to the applicable SOW.

12. **ENFORCEMENT.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect and the invalid provisions modified to the maximum effect legally allowed.
13. **ASSIGNMENT.** Neither Party may assign this Agreement or any rights or obligations hereunder, directly or indirectly, by operation of law or otherwise, without prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, subsidiary, or successor to its business. Any attempted assignment in violation of this section will be null and void.
14. **NO WAIVER.** Any waiver by either Party hereto of any breach of the terms and conditions hereof will not be considered a modification of any provision, nor shall such a waiver act to bar the enforcement of the subsequent breach. No waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties.

In witness whereof, the Parties have executed this Agreement as of the last date set forth by digitally signing the Agreement.

Appendix A: ZVT Synthetic Cloud setup and ongoing support Scope of Work

This ZVT Synthetic Cloud setup and ongoing support Scope of Work (herein only, the “Independent Contractor SOW”) effective as of date of digital signing by clicking “I Agree” is made pursuant to and is governed by the End User Services Agreement (the “Agreement”) entered into as of Effective Date by and between the Parties.

1) **Project Services.** The “Project Services” shall be:

Rental and setup dedicated cloud storage from one of the leading CSPs (AWS, Google Cloud, Azure, OpenVZ)

2) **Project Deliverables.** The “Project Deliverables” shall be:

The amount of available cloud storage which is sufficient to accommodate all client’s business data

3) **Payment Terms.**

a) Client shall compensate Provider in the following amounts and at their respective times:

Payment Amount	Date Due
\$ 250	Prior to commencement of the Services
\$ 380 per hour	According to Service Provider working hours report provided on acceptance Upon of the Project Deliverables by Client
Subscription option:	For ongoing maintenance and support

starting from \$ 350 monthly payment	(will be agreed upon accomplishing of the Project Deliverables and acceptance by Client)
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- b) There shall be no other compensation owed to Provider under this Independent Contractor SOW. Provider shall be responsible for all costs incurred in the provisioning of the Project Services not otherwise allocated herein, including, without limitation: airfare, employee costs and wages, meals, general trip expenses, photo editing, make-up and hair styling.
- 4) **Client Accommodations.** Client shall make available remote access to all areas of wished business data to be included in the Project Deliverables.
- 5) **Term of Independent Contractor SOW.**
- This Independent Contractor SOW shall commence on the Independent Contractor SOW Effective Date and shall continue in full force and effect until terminated by either Party, without or without causes, upon thirty (30) days written notice to the other Party.